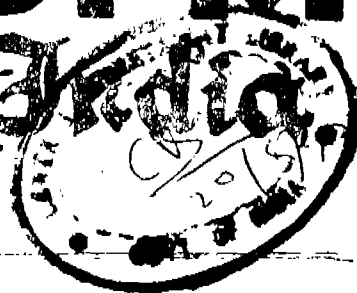




# भारत का राजपत्र The Gazette of India

प्रतिष्ठित से प्रकाशित  
PUBLISHED BY AUTHORITY



नं० 44]

नई दिल्ली, शनिवार, नवम्बर 2, 1991/कार्तिक 11, 1913

No. 44] NEW DELHI, SATURDAY, NOVEMBER 2, 1991/KARTIKA 11, 1913

इस भाग में भिन्न-वस्तु संख्या दी जाती है जिससे कि यह भाग संकलन के रूप में  
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a  
separate compilation

भाग II—खण्ड 3—उप-खण्ड (II)  
PART II—Section 3—Sub-Section (II)

(नोट) अधिनियम को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएँ  
Statutory Orders and Notifications Issued by the Ministries of the Government of India other than  
Ministry of Defence

विधि एवं न्याय मंत्रालय  
(विधि कार्य विभाग)  
सूचनाएँ

नई दिल्ली, 7 अक्टूबर, 1991

का. शा. 2737-नोटरीज विनियम, 1956 के नियम 6 के अनुसरण  
में प्रथम प्राधिकारी द्वारा यह सूचना दी जाती है कि वेज साथ  
पर अधिवक्ता ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के  
अनुसार एक आवेदन इस भाग के लिए दिया है कि उसे दिल्ली/  
नई दिल्ली में अधिसूचना करने के लिए नोटरीज के रूप में नियुक्ति  
पर किसी भी प्रकार का प्रश्न उठा सूचना के प्रकाशन के चौदह  
दिन के अन्दर निश्चित रूप से भेरे जाने पड़ेगा।

[सं. 5/80/91-न्या.]

MINISTRY OF LAW AND JUSTICE  
(Department of Legal Affairs)  
NOTICES

New Delhi, the 7th October, 1991

S.O. 2737 Notice is hereby given by the Competent  
Authority in pursuance of rule 6 of the Notaries, 1956, that

(4163)

application has been made to the said Authority, under  
rule 4 of the said Rules, by Shri Baij Nath Dhar, Advocate  
for appointment as a Notary to practise in Delhi/New  
Delhi.

2. Any objection to the appointment of the said person  
as a Notary may be submitted in writing to the undersigned  
within fourteen days of the publication of this Notice.

[No. F. 5(80)/91-Judl.]

नई दिल्ली, 10 अक्टूबर, 1991

का. शा. 2738-नोटरीज विनियम, 1956 के नियम 6 के अनुसरण  
में प्रथम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री  
बाइ नाथ धर, अधिवक्ता ने उक्त प्राधिकारी को उक्त नियम के नियम  
4 के अन्तर्गत आवेदन इस भाग के लिए किया है कि उसे रोहिणी एवं नई  
दिल्ली में अधिसूचना करने के लिए नोटरीज के रूप में नियुक्ति पर किसी  
भी प्रकार का प्रश्न उठा सूचना के प्रकाशन के चौदह दिन के  
अन्दर निश्चित रूप से भेरे जाने पड़ेगा।

[सं. 5/84/91-न्या०]

New Delhi, the 10th October, 1991

S.O. 2738.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri I. S. Arora, Advocate for appointment as a Notary to practise in Rohini and New Delhi.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(84)/91-Judl.]

का. आ. 2739.—नोटरीय नियम, 1956 के नियम 6 के अनुसरण में महम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री प्रताप सिंह कुचल अधिवक्ता ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अर्थन एक आवेदन इस बात के लिए दिया है कि उसे गार्हस्थार बाग इलाके में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप का इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से भेजे पास होना चाहिए।

[मं. 5(85)/91-आ.]

पी. सी. कणन, महम प्राधिकारी

S.O. 2739.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Pratap Singh Kuchhal Advocate for appointment as a Notary to practise in Shalimar Bagh Area, Delhi.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(85)/91-Judl.]

P. C. KANAN, Competent Authority

कार्मिक लोक प्रशासन तथा पेंशन संवालय

(पेंशन और पेंशनभोगी कल्याण विभाग)

नई दिल्ली, 9 अक्टूबर, 1991

का. आ. 2440.—राष्ट्रपति, संविधान के अनुच्छेद 148 के खण्ड (5) के साथ जोड़ित, अनुच्छेद 309 के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और आरतय लेखा परीक्षा और लेखा विभाग में सेवानिवृत्त व्यक्तियों के संबंध में नियंत्रक-महालेखा परीक्षक से परामर्श करने के पश्चात् केन्द्रीय सिविल सेवा (पेंशन) नियम 1972 का और संशोधन करने के लिए निम्नलिखित नियम बनाने हैं, अर्थात्—

1. (1) इन नियमों का अधिकतम नाम केन्द्रीय सिविल सेवा (पेंशन) चौथा संशोधन नियम, 1991 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. केन्द्रीय सिविल सेवा पेंशन नियम, 1972 में नियम 37 के स्थान पर निम्नलिखित नियम रखा जाएगा, अर्थात्—

“37. निर्णय नियम, कंपनी या निकाय में या उनके अधीन आयोजित कर लिए जाने पर पेंशन :—

(1) ऐसे सरकारी सेवक के जिसे किसी ऐसे नियम या ऐसी कंपनी में या उनके अधीन जो पूर्णतः या आंशिकतः केन्द्रीय सरकार के या किसी राज्य सरकार के स्वामित्ववादी या नियंत्रणार्थक है या जो केन्द्रीय सरकार या किसी राज्य सरकार द्वारा नियंत्रित या वित्तपोषित किसी निकाय में या उसके अधीन किसी सेवा या पद में आयोजित किए जाने की

प्रवृत्ति दी गई है, बारे में यह समझा जाएगा कि वह ऐसे आयोजन की तारीख से सेवानिवृत्त हुआ है और उस नियम (3) के प्रवृत्त रहने हुए, वह ऐसे सेवानिवृत्त फायदे, जिनके लिए अपने कथन किया है या जिनके बारे में यह समझा जाएगा कि अपने कथन किया है, ऐसी तारीख से, जो उसकी लागू केन्द्रीय सरकार के आदेशों के अनुसार अधिष्ठाता की जाए, प्राप्त करने का पात्र होगा।

स्पष्टीकरण :—आदेशित तारीख :—

(i) ऐसे निर्णय सरकार के आदेश की दशा में जो अन्त आदेशित आदेश पर निर्णय नियम या ऐसी या निकाय में कार्यवाही में निर्यात है, वह तारीख होगी जिसकी वह उस नियम या कंपनी या निकाय में वास्तव में कार्यवाही में निर्यात है,

(ii) ऐसे निर्णय सरकार के आदेश की दशा में जो सरकार के अधीन आयोजित अधिकार प्रविष्टि करके प्रवृत्त सेवा के नियंत्रणों पर किसी नियम या कंपनी या निकाय में कार्यवाही में निर्यात है, वह तारीख होगी जिससे उक्त निर्णय निर्णय परन्तु सरकार द्वारा स्वयंसेवक किया जाता है।

(3) उपनियम (1) के उपरान्त ऐसे केन्द्रीय सरकार के सेवकों को भी लागू होंगे जिन्हें किसी ऐसे संयुक्त सेक्टर उपक्रमों में आयोजित किए जाने का अनुमति दी गई है जो पूर्ण रूप से केन्द्रीय सरकार और राज्य सरकारों, या राज्य और प्रशासनों के संयुक्त नियंत्रण में हैं तथा जो या अधिनियम राज्य सरकारों / संयुक्त राज्य क्षेत्र प्रशासनों के नियंत्रण में हैं।

(3) जहां केन्द्रीय सरकार द्वारा नियंत्रित या वित्तपोषित किया, ऐसे निकाय में जिनमें कोई सरकार सेवक आयोजित किया जाता है, कोई पेंशन स्कीम है, दशा वह केन्द्रीय सरकार के अधीन की गई सेवा की या जो उस निकाय में पेंशन के लिए गणना करने का वित्तपोषण है या जो केन्द्रीय सरकार द्वारा जारी किए गए आदेशों के अनुसार केन्द्रीय सरकार के अधीन की गई सेवा के लिए आनुवंशिक सेवानिवृत्त फायदे प्राप्त करने का हकदार होगा।

स्पष्टीकरण :—निकाय से स्वयंसेवक या कार्यवाही आयोजित है।

स्पष्टीकरण :—निकाय से स्वयंसेवक या कार्यवाही आयोजित है।

3. केन्द्रीय सिविल सेवा (पेंशन) नियम, 1972 में, नियम 26 के उपनियम (6) के पश्चात् निम्नलिखित उपनियम जोड़ा जाएगा, अर्थात्—

“(7) नियम 27 के प्रवृत्त के लिए दिए गए परन्तु सरकार के अधीन किसी सेवा का समावेश नहीं होगा।”

[मं. 4/150/11-नॉटरी पण्डित, इच्छा (18)]

स्वर्ण दास, उप सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Pension and Pensioners' Welfare)

New Delhi, the 9th October, 1991

S.O. 2740.—In exercise of the powers conferred by the proviso to article 309 read with clause (5) of article 148 of the Constitution and after consultation with the Comptroller and Auditor General of India in relation to persons serving in the Indian Audit and Accounts Department, the President hereby makes the following rules further to amend the Central Civil Services (Pension) Rules, 1972, namely :—

1. (1) These rules may be called the Central Civil Services (Pension) Fourth Amendment Rules, 1991.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Central Civil Services (Pension) Rules, 1972, for rule 37, the following rule shall be substituted, namely :—

“37. Pension on absorption in or under a corporation, company or body—

(1) A Government servant who has been permitted to be absorbed in a service or post in or under a corporation or company wholly or substantially owned or controlled by the Central Government or a State Government or in or under a body controlled or financed by the Central Government or a State Government, shall be deemed to have retired from service from the date of such absorption and subject to sub-rule (3) he shall be eligible to receive retirement benefits which he may have elected, or deemed to have elected, and from such date as may be determined, in accordance with the orders of the Central Government applicable to him.

Explanation—Date of absorption shall be—

(i) in case a Government employee joins a corporation or company or body on immediate absorption basis, the date on which he actually joins that corporation or company or body ;

(ii) in case a Government employee initially joins a corporation or company or body on foreign service terms by retaining a lien under the Government, the date from which his unqualified resignation is accepted by the Government.

(2) The provisions of sub-rule (1) shall also apply to Central Government servants who are permitted to be absorbed in joint sector undertakings, wholly under the joint control of Central Government and State Governments/Union Territory Administrations or under the joint control of two or more State Governments/Union Territory Administrations.

(3) Where there is a pension scheme in a body controlled or financed by the Central Government in which a Government servant is absorbed, he shall be entitled to exercise option either to count the service rendered under the Central Government in that body for pension or to receive pro-rata retirement benefits for the service rendered under the Central Government in accordance with the orders issued by the Central Government.

Explanation—Body means autonomous body or statutory body.”

3. In the Central Civil Services (Pension) Rules 1972, after sub-rule (6) of Rule 26, the following sub-rule shall be added, namely :—

“(7) A resignation submitted for the purpose of Rule 37 shall not entail forfeiture of past service under the Government.”

[No. 4/15/88-P&PW (D)]

SWARN DASS, Dy. Secy.

Note—The Central Civil Services (Pension) Rules, 1972 were published as S.O. 934 dated 1-4-72. The Fourth edition (correct upto July, 1988) of the rules was printed in 1988. The rules were subsequently amended vide Department of Pension and Pensioners' Welfare Notification given below :—

S. No.	Notification No.	Date
1. S.O. No. 254		4-2-1989
2. S.O. No. 970		6-5-1989
3. S.O. No. 2467		7-10-1989
4. S.O. No. 899		14-4-1990
5. S.O. No. 1454		26-5-1990
6. S.O. No. 2329		8-9-1990
7. S.O. No. 3269		8-12-1990

8. S.O. No. 3270	8-12-1990
9. S.O. No. 3273	8-12-1990
10. S.O. No. 409	9-2-1991
11. S.O. No. 464	16-2-1991
12. 7/14/90-P&PW (F)	23-8-1991

वित्त मंत्रालय

आर्थिक कार्य विभाग

(बैंकिंग प्रभाग)

नई दिल्ली, 6 सितम्बर, 1991

का. आ. 2741—केन्द्रीय सरकार, औद्योगिक वित्त निगम अधिनियम, 1948 (1948 का 15) का धारा 2) का उपधारा (2) के अनुसरण में भारतीय औद्योगिक वित्त निगम के निदेशक बोर्ड का सिफारिश पर उक्त नियम द्वारा अगस्त, 1991 से 31 दिसम्बर, 1991 को अवधि के लिए जारी किए जाने वाले बॉन्डों पर देय ब्याज की दर एतद्वारा 11% (ग्यारह प्रतिशत) वार्षिक निर्धारित करवा है।

[फा. संख्या 2(16) आई एफ 1/91]

वा.पा. भारद्वाज, अवर सचिव

MINISTRY OF FINANCE

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 6th September, 1991

S.O. 2741.—In pursuance of sub-section (2) of Section 21 of the Industrial Finance Corporation Act, 1948 (15 of 1948) the Central Government, on the recommendation of the Board of Directors of the Industrial Finance Corporation of India, hereby, fixes 11% (eleven percent) per annum, the prevailing Bank Rate as the rate of interest payable on the bonds having currency during the period of August, 1991 to 31st December, 1991, to be issued by the said Corporation.

[F. No. 2(16)/IF.I/91]

V. P. BHARDWAJ, Under Secy.

नई दिल्ली, 10 अक्टूबर, 1991

का. आ. 2742—बैंकिंग विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा घोषणा करती है कि उक्त अधिनियम का धारा 19 की उपधारा (2) के उपबन्ध के तहत बैंक, बंगलूर पर 10 नवम्बर, 1994 तक उस सीमा तक लागू नहीं होंगे जहाँ तक उनका सम्बन्ध शिरकादार के रूप में मैसर्स रुबी रबर वर्क्स लि. (परिमोपन में) 30 प्रतिशत से अधिक का प्रदत्त शेयर पूँजी की उसकी धारिता से है।

[संख्या 15/3/88-बी ओ-III]

के. के. मंगल, अवर सचिव

New Delhi, the 10th October, 1991.

S.O. 2742.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-section (2) of Section 19 of the said Act shall not apply to Canara Bank, Bangalore for a period upto 10th November 1994 in so far as they relate to its holding of the shares in M/s. Ruby Rubber Works Ltd. (in liquidation) in excess of 30 percent of the paid up share capital of the company as pledgee.

[No. 15/3/88-B.O.]

K. K. MANGAL, Under Secy.

नयी दिल्ली, 14 अक्टूबर, 1991

का.आ. 2743 -- राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम 1970 के खण्ड 3 के उप खण्ड (ज) के अनुसरण में केन्द्रीय सरकार, एतद्वारा नीचे दी गई सारणी के कालम (2) में निर्दिष्ट व्यक्तियों को उक्त सारणी के कालम (3) में निर्दिष्ट व्यक्तियों के स्थान पर कालम (1) में निर्दिष्ट राष्ट्रीयकृत बैंकों का निदेशक नियुक्त करती है :—

सारणी

1	2	3
इण्डियन बैंक	श्री के. श्रीनिवासन, संयुक्त सचिव, वित्त मंत्रालय, आर्थिक कार्य विभाग, (बैंकिंग प्रभाग) नयी दिल्ली	श्री पी. एन. राममूर्ति
बैंक ऑफ इण्डिया	श्री के. श्रीनिवासन, संयुक्त सचिव वित्त मंत्रालय, आर्थिक कार्य विभाग, (बैंकिंग प्रभाग) नयी दिल्ली	श्री दिनेश चन्द्र

[सं. एफ. 9/41/91-बी. प्रो. -I]

New Delhi, the 14th October, 1991

S.O. 2743 In pursuance of sub-clause (h) of clause 3 of the Nationalised Banks (Management and Miscellaneous provisions) Scheme, 1970, the Central Government hereby appoints the persons specified in column (2) of the Table below as Directors of the nationalised banks specified in Column (1) thereof in place of the persons specified in column (3) of the said Table :—

TABLE

1	2	3
Indian Bank	Shri K. Srinivasan Joint Secretary Ministry of Finance, Deptt. of Econ. Affairs, (Banking Division) New Delhi.	Shri P.N. Ramamoorthy
Bank of India	Shri K. Srinivasan Joint Secretary Ministry of Finance Deptt. of Econ. Affairs, (Banking Division) New Delhi.	Shri Dinesh Chandra

[No. 9/41/91-BO(i)I]

नई दिल्ली, 17 अक्टूबर, 1991

का.आ. 2744 राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 3 के उपखण्ड (छ) के अनुसरण में केन्द्रीय सरकार, एतद्वारा नीचे दी गई सारणी के कालम (2) में निर्दिष्ट व्यक्तियों को उक्त सारणी के कालम (3) में निर्दिष्ट व्यक्तियों के स्थान पर कालम (1) में निर्दिष्ट राष्ट्रीयकृत बैंकों का निदेशक नियुक्त करती है :—

सारणी

1	2	3
यूको बैंक	श्री बी. सुब्रह्मण्यम, प्रतिरिक्त मुख्य अधिकारी, औद्योगिक तथा निर्यात अणु विभाग, भारतीय रिजर्व बैंक, बम्बई	श्री जी. के. उदेशी



1	2	3
दण्डियन बैंक	श्री डी. एस. आर. राजू, प्रबन्धक, भारतीय रिजर्व बैंक, मद्रास	श्री बी. सुब्रह्मण्यम
बैंक आफ बड़ौदा	श्री जगदीश कपूर, मुख्य अधिकारी, आई. ई. सी. डी., भारतीय रिजर्व बैंक, बम्बई	श्री ए. पी. ग्रय्यर
बैंक आफ महाराष्ट्र	श्री एस. स्वामीनाथन, संयुक्त मुख्य अधिकारी, बी. बी. ओ. डी., भारतीय रिजर्व बैंक, बम्बई	श्री जगदीश कपूर
सेंट्रल बैंक आफ इण्डिया	श्री पी. बी. कुलकर्णी, मुख्य अधिकारी, डी. ई. आई. ओ., भारतीय रिजर्व बैंक, बम्बई	श्री ओ. पी. सोडानी
बैंक आफ इण्डिया	श्री ए. पी. ग्रय्यर, मुख्य प्रबंधक, डी. ए., भारतीय रिजर्व बैंक, बम्बई	श्री पी. बी. कुलकर्णी

[स. 9/43/91-श्री. ओ. I (1)]

New Delhi, the 17th October, 1991

S.O. 1744 --In pursuance of sub-clause (g) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government hereby appoints the persons specified in column (2) of the Table below as Directors of the nationalised banks specified in column (1) thereof in place of the persons specified in column (3) of the said Table :

TABLE

(1)	(2)	(3)
UCO Bank	Shri V. Subrahmanyam, Addl. Chief Officer, Industrial and Export Credit Department, Reserve Bank of India, Bombay.	Shri G.K. Udeshi
Indian Bank	Shri D. S. R. Raju, Manager, Reserve Bank of India, Madras.	Shri V. Subrahmanyam

(1)	(2)	(3)
Bank of Baroda	Shri Jagdish Capoor, Chief Officer, I.E.C.D., Reserve Bank of India, Bombay.	Shri A. P. Aiyer
Bank of Maharashtra	Shri S. Swaminathan, Joint Chief Officer, D.B.O.D., Reserve Bank of India, Bombay.	Shri Jagdish Capoor
Central Bank of India	Shri P. B. Kulkarni, Chief Officer, D.E.I.O., Reserve Bank of India, Bombay.	Shri O.P. Sodhani
[ Bank of India	Shri A.P. Aiyer, Chief Manager, D.A. Reserve Bank of India, Bombay.	Shri P.B. Kulkarni

[F. No. 9/43/91-BO.I(i)]

का.आ. 2745—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) 1980 के खण्ड 3 के उपखंड (छ) के अनुसरण में केन्द्रीय सरकार, श्री ए.एम. नेरकर, प्रबंधक, भारतीय रिजर्व बैंक, चंडीगढ़, को श्री के. के. मुदगिल के स्थान पर एतद्वारा पंजाब एण्ड सिंध बैंक के निदेशक के रूप में नियुक्त करती है।

[सं.एफ. 9/43/91 बी.ओ. I(ii)]

S.O. 2745.—In pursuance of sub-clause (g) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government hereby appoints Shri A. M. Nerkar, Manager, Reserve Bank of India, Chandigarh, as a Director of Punjab and Sind Bank vide Shri K. K. Mudgil.

[F. No. 9/43/91-BO. I(ii)]

नई दिल्ली, 15 अक्तूबर, 1991

का.आ. 2746—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम 1970 के खण्ड 3 के उपखंड (ज) के अनुसरण में केन्द्रीय सरकार, एतद्वारा नीचे दी गई सारणी के कालम (2) में निविष्ट व्यक्तियों को उक्त सारणी के कालम (3) में निविष्ट व्यक्तियों के स्थान पर कालम (1) में निविष्ट राष्ट्रीयकृत बैंकों का निदेशक नियुक्त करती है:—

सारणी

1	2	3
इलाहाबाद बैंक	श्री के.जी. गोयल, निदेशक, वित्त मंत्रालय, आर्थिक कार्य विभाग, (बैंकिंग प्रभाग), नई दिल्ली	श्री पी. एन. राममूर्ति
इण्डियन ओवरसीज बैंक	श्री पी. एन. राममूर्ति, निदेशक, वित्त मंत्रालय, आर्थिक कार्य विभाग, बैंकिंग प्रभाग, नई दिल्ली	श्री के. जी. गोयल

[सं. एफ. 9/41/91-बी.ओ. I(i)]

एम.एस. सीतारामन, यन्त्र सचिव

New Delhi, the 15th October, 1991

S.O. 2746. - In pursuance of sub-clause (h) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government hereby appoints the persons specified in column (2) of the Table below as Directors of the Nationalised banks specified in column (1) thereof in place of the persons specified in column (3) of the said Table:—

TABLE

(1)	(2)	(3)
Allahabad Bank	Shri K.G. Goel, Director, Ministry of Finance, Deptt. of Economic Affairs, (Banking Division) New Delhi.	Shri P.N. Ramamoorthy
Indian Overseas Bank	Shri P.N. Ramamoorthy Director, Ministry of Finance, Department of Economic Affairs, (Banking Division). New Delhi.	Shri K.G. Goel

[F. No. 9/41/91-BO.I(i)]

M.S. SEETHARAMAN, Under Secy.

वाणिज्य मंत्रालय

आदेश

नई दिल्ली, 15 अक्टूबर, 1991

का.प्रा. 2747—केन्द्रीय सरकार ने, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 11 के उप नियम (2) की अपेक्षाानुसार, भारत सरकार के वाणिज्य मंत्रालय के आदेश सं. का. प्रा. 1310, तारीख 22 अप्रैल, 1991 के अधोल भारत के राजपत्र तारीख 11-5-1991 में प्रकाशित भारत सरकार के वाणिज्य मंत्रालय के आदेश सं. का.प्रा. 245(अ) तारीख 7 मार्च, 1988 में संशोधन करने के लिए कनिष्ठ प्रस्ताव बनाए थे;

और ऐसे सभी व्यक्तियों से, जिनके उनसे प्रभावित होने की संभावना थी उक्त आदेश के राजपत्र में प्रकाशन की तारीख से पेंतालीस दिन के भीतर आक्षेप और सुझाव मांगे गए थे;

और उक्त राजपत्र की प्रतियां 27-5-1991 को जनता को उपलब्ध करा दी गई थी;

और उक्त प्रस्तावों पर जनता से कोई भी आक्षेप या सुझाव केन्द्रीय सरकार को प्राप्त नहीं हुए हैं;

अतः अब, केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्यात निरीक्षण परिषद में परामर्श करने के पश्चात् भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना सं. का.प्रा. 245(अ) तारीख 7 मार्च, 1988 में निम्न-लिखित और संशोधन करती है, अर्थात्:—

उक्त अधिसूचना में निम्न श्रेणीकरण और चिह्नकन नियम, 1961 शब्दों और अंकों के स्थान पर, जहाँ-जहाँ वे आते हैं "निर्भर श्रेणी और चिह्नकन नियम, 1969 शब्द और अंक रखे जाएंगे।

[फाइल सं. 6(9)/88 ई आई एन डी पी]

ए.के. चौधुरी, निदेशक

पाद टिप्पण :—मूल अधिसूचना का.प्रा. 245(अ) तारीख 7-3-1988 द्वारा प्रकाशन की गई थी तत्पश्चात् का.प्रा. 456(अ) तारीख 3-5-1988 द्वारा उसमें संशोधन किया गया है।

## MINISTRY OF COMMERCE

## ORDER

New Delhi, the 15th October, 1991

S.O. 2747.—Whereas in exercise of the powers conferred by Section 6 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government had formulated certain proposals for amending the Order of the Government of India in the Ministry of Commerce No. S.O. 245(E) dated the 7th March 1988 and published in the Gazette of India dated 11-5-1991 under the Order of the Government of India in the Ministry of Commerce, No. S.O. 1310 dated the 22nd April 1991 as required by sub-rule (2) of rule 11 of the Export (Quality Control and Inspection) Rules, 1964 ;

And whereas objections and suggestions were invited within forty-five days of the publication of the said Order in the Official Gazette from all persons likely to be affected thereby ;

And whereas copies of the said Gazette were made available to the public on 27-5-1991 ;



(1)	(2)	(3)	(4)	(5)
2. सी एम/एल- 0114621	मै. लालूदह स्टील एंड वायर कं. लि., हावड़ा	00226-1975	88-10-15	
3. सी एम/एल- 0188044	मै. वुड क्रॉफ्ट प्रॉडक्ट्स लि., जयपौर, डिब्रूगढ़ (असम)	02202 (भाग I)-1983	89-12-31	
4. सी एम/एल- 0255033	मै. जतिन्द्र टिम्बर इंडस्ट्रीज, यमुनानगर	00010 (भाग III) 1974	90-05-15	
5. सी एम/एल- 0270635	मै. इंडस्ट्रियल मिनरल्स एंड कौसीकल्स क. प्रा. लि., बम्बई	00633-1975	89-10-31	
6. सी एम/एल- 0274853	मै. रिगर स्टील लि., कलकत्ता	03975-1979	89-0-30	
7. सी एम/एल- 0304424	मै. ब्रिटिश इंडिया सेमिन मिल्स, हावड़ा	00226-1975	83-04-30	
8. सी एम/एल- 0306731	मै. टी एच (ओवरसीज) टेक्स्टाइल, कलकत्ता	00010- (भाग-4) 1976	90-06-01	
9. सी एम/एल- 0357849	मै. उड़ीसा इंडस्ट्रीज लि., बैरंग (उड़ीसा)	02556 (भाग-3 और 4) 1981	89-06-30	
10. सी एम/एल- 0391243	मै. कनोरिया जूट एंड इंडस्ट्रीज लि., हावड़ा	02818 (भाग II)-1971	88-07-31	
11. सी एम/एल- 0409433	मै. पी एम डीअल्स प्रा. लि., राजकोट	10001-1981	90-06-30	
12. सी एम/एल- 0458653	मै. डी ग्रार एम स्टील इंडस्ट्रीज प्रा. लि., उल्हासनगर (महाराष्ट्र)	06914-1978	89-09-15	
13. सी एम/एल- 0458754	मै. डी ग्रार एम स्टील इंडस्ट्रीज प्रा. लि., उल्हासनगर (महाराष्ट्र)	06915-1978	89-09-15	
14. सी एम/एल- 0461440	मै. जयपाल उद्योग, लोनी	03903-1984	90-09-30	
15. सी एम/एल- 0478932	मै. कनोरिया जूट एंड इंडस्ट्रीज लि., हावड़ा	07407 (भाग-2)-1980	88-10-31	
16. सी एम/एल- 0482938	मै. बी बी खेतान एंड कं., कलकत्ता	00633-19865	89-12-31	
17. सी एम/एल- 0483046	मै. बी बी खेतान एंड कं., कलकत्ता	00565-1975	89-12-31	
18. सी एम/एल- 0483753	मै. जयपाल उद्योग, लोनी	04323-1980	90-09-30	
19. सी एम/एल- 0498160	मै. विन्डसर फ़ैब्रिक्स लि., बड़ोदा	01011-1981	90-01-31	
20. सी एम/एल- 0516439	मै. प्रताप स्टील रोलिंग मिल्स, छेहर्ता, असुतसर	01875-1978	90-05-15	
21. सी एम/एल- 0592556	मै. जयलक्ष्मी फैब्रिकाइजर्स, तल्लू (झा. प्र.)	00633-1975	90-02-28	
22. सी एम/एल- 0597970	मै. महिरेकी इम्पेली रंगवाला, बम्बई	05340-1975	90-03-31	
23. सी एम/एल- 0604840	मै. पेकिंग पेपर प्रॉडक्ट्स, बम्बई	01398-1982	90-04-30	
24. सी एम/एल- 0617849	वि साइन्टिफिक इंसेवटीसाइन्स कं., त्रिची (तमिलनाडु)	00562-1978	90-06-15	
25. सी एम/एल- 0620030	दि हरियाणा डेयरी डेवलप कॉप. फेडरेशन, बिसौली	01166-1986	89-06-30	
26. सी एम/एल- 0630235	मै. एम पी स्टेट एग्रो इंड. डेव. कारपो. लि., बीसा (म.प्र.)	00564-1984	90-07-31	
27. सी एम/एल- 0645955	मै. ओके टेक्सटाइल्स, तिरुपुर (तमिलनाडु)	04964-1980	89-10-15	
28. सी एम/एल- 0652245	मै. किट प्लाई इंडस्ट्रीज लि., मारगिरिटा (तमिलनाडु)	01659-1974	89-11-15	
29. सी एम/एल- 0667359	मै. ओवरसीज इंजीनियर्स, राजकोट	10001-1981	90-06-30	
30. सी एम/एल- 0696972	मै. गुजरात फौजिक्स प्रा. लि., राजकोट	10001-1981	90-06-30	
31. सी एम/एल- 0697160	मै. डी ग्रार एम स्टील इंडस्ट्रीज प्रा. लि., उल्हास नगर (महाराष्ट्र)	01786-1985	89-09-15	

(1)	(2)	(3)	(4)	(5)
32. सी एम/एल-0735249	मै. ब्रिटिश इंडिया रोलिंग मिल्स, हवाड़ा	01786-1985	88-04-30	
33. सी एम/एल-0752855	मै. जे के केबल इंडस्ट्रीज, जम्मू	00398(भाग II)-1976	90-02-15	
34. सी एम/एल-0760046	मै. एमको इंडस्ट्रियल कार्पोरेशन, पटना	10001-1981	90-03-15	
35. सी एम/एल-0775463	मै. मरक्यूरियम, रांची, (बिहार)	01363(भाग I एण्ड II) 1984	90-05-15	
36. सी एम/एल-0846460	मै. ग्रांथ एसफेल्ड प्रा. लि., विनायापट्टनम	01322-1982	90-03-31	
37. सी एम/एल-0851352	मै. गोदावरी प्लाईवुड्स लि., एम पाथोबावेरम ई.जी. (जी.) ब्रान्च प्रदेश	01328-1982	90-03-31	
38. सी एम/एल-0858669	मै. गोदावरी प्लाईवुड्स लि., एम पाथोबावेरम ई. जी. (जी.) ऑ. प्र.	02202-(भाग I)-1985	89-03-31	
39. सी एम/एल-0874465	मै. वाराणसी इंडस्ट्रीज, कलकत्ता	00010 (भाग 4)-1976	89-06-30	
40. सी एम/एल-0875669	मै. इंडस्ट्रियल केबल्स (इं.) लि., जयपुर (हरियाणा)	01856-1977	89-06-15	
41. सी एम/एल-0894067	मै. निष्को स्टील कं., शामनगर (प.ब.)	02879-1975	90-06-15	
42. सी एम/एल-0899582	मै. बुर्गा पैस्टीसाइड्स, बुरहानपुर (म.प्र.)	04323-1975	90-02-28	
43. सी एम/एल-0900743	मै. मय्य स्टील स्ट्रिप प्रा. लि., हैदराबाद	03196-1982	88-0-30	
44. सी एम/एल-0905854	मै. आर. सी पूरी एंड संस, बम्बई	02548-1980	89-10-15	
45. सी एम/एल-0935661	मै. पवन एन्टरप्राइजेज, धनबाद	04355-1977	86-02-15	
46. सी एम/एल-0949571	मै. गोलडन फोर्जिंग प्रा. लि., हवाड़ा	00226-1975	90-03-15	
47. सी एम/एल-0957267	मै. अम्बिका साइंटिफिक इंडस्ट्रीज, आनन्द (गुजरात)	01223-1982	90-03-31	
48. सी एम/एल-0957873	मै. नाइट्रोफिक्स लेबोरेट्रीज, कलकत्ता	08268-1986	90-03-31	
49. सी एम/एल-0957974	मै. नाइट्रोफिक्स लेबोरेट्रीज, कलकत्ता	09133-1979	90-03-31	
50. सी एम/एल-0964163	मै. हिन्दुस्तान इंस्टीट्यूट फॉर लि. रसायनी (महारा.)	00565-1975	90-04-30	
51. सी एम/एल-0964971	मै. एक्टा प्रोटेक्टा, बल्लभ विद्या नगर (गुजरात)	02148-1981	89-04-30	
52. सी एम/एल-0973063	मै. गरबारे प्लास्टिक्स एंड पॉलीमर्स लि., नासिक	04985-1988	90-05-31	
53. सी एम/एल-0977374	मै. सीशेस्यैक इंडी. इंडस्ट्रीज, पटना	06595-1980	87-06-30	
4. सी एम/एल-1035630	डि ईस्टर्न मैथ्यू कं. लि., कलकत्ता	01943-1964	89-02-15	
55. सी एम/एल-1040421	मै. प्रवीन ट्रेडिंग कार्पोरेशन, पटना	00398(भाग I)-1976	90-06-15	
56. सी एम/एल-1050222	मै. कलकत्ता बायर वर्क्स प्रा. लि., कलकत्ता	00398(भाग I)-1976	89-05-31	
57. सी एम/एल-1060326	मै. सुरेस प्रॉडक्शन एंड सेल्स प्रा. लि., कलकत्ता	02171-1985	89-05-31	
58. सी एम/एल-1081637	मै. निष्को स्टील्स लि., कलकत्ता	03975-1989	89-05-31	
59. सी एम/एल-1085039	मै. राजस्थान कैमीकल कार्पोरेशन, जोधपुर	04955-1982	90-05-31	
60. सी एम/एल-1087750	मै. एम पी आयरन एंड स्टील वर्क्स प्रा. लि., भिलाई	01786-1985	89-06-15	
61. सी एम/एल-1095749	मै. न्यू. सेन्ट्रल जूट मिल्स कं. लि., कलकत्ता	03790-1971	89-03-31	
62. सी एम/एल-1108631	मै. सिंथेटिक प्लाईवुड इंडस्ट्रीज प्रा. लि., बिजनगरम	02784-1971	89-08-31	

(1)	(2)	(3)	(4)	(5)
62. सी एम/एल-1103732	मै. सिपेटिक प्लाईवुड इंडस्ट्रीज प्रा. लि., विजयनगरम	02910-1971	89-08-31	
64. सी एम/एल-1123627	मै. नार्सविन एप्पलेशन प्रा. लि., हैदराबाद	03196-1982	88-09-30	
65. सी एम/एल-1134430	मै. एमको यूनिवर्सल, कलकत्ता	04246-1984	89-11-30	
66. सी एम/एल-1168447	मै. हाइड्रोकार्बन एंड कैमीकल्स, कलकत्ता	07299-1974	90-03-15	
67. सी एम/एल-1190642	मै. भारत पेस्टीसाइड्स मैनु कं., दिल्ली	01307-1982	90-06-15	
98. सी एम/एल-1194145	मै. सेन्ट जोसफ टिम्बर इंडस्ट्रीज, कालेट्टुकारा (केरल)	00010 (भाग III)-1974	90-06-15	
69. सी एम/एल-1197555	मै. गरबाटे प्लास्टिक्स एंड पॉलीएस्टर लि., नासिक	02509-1973	90-06-15	
70. सी एम/एल-1216735	वि. आंध्र सीमेंट कं. लि., विजयवाड़ा	002609-1976	90-06-30	
71. सी एम/एल-1216836	वि. आंध्र सीमेंट कं. लि., विजयवाड़ा	1489-1976	90-06-30	
72. सी एम/एल-1225736	दि. स्यूडिया मिल्स कं. लि., कलकत्ता	08794-1966	89-08-15	
73. सी एम/एल-1225837	दि. स्यूडिया मिल्स कं. लि., कलकत्ता	02590-1982	39-08-15	
74. सी एम/एल-1254748	मै. कैमीकल्स एंड इंसेक्टोसाइड्स, गोरखपुर	02567-1978	89-12-15	
75. सी एम/एल-1257148	मै. किट प्लाई इंडस्ट्रीज लि., तिनसुकिया	01559-1979	89-12-15	
76. सी एम/एल-1268352	मै. हिन्द मिनेक्स लि., कलकत्ता	00651-1980	87-01-31	
77. सी एम/एल-1286554	मै. कन्नकाया उद्योग (प्रा) लि., गुवाहटी	04985-1981	90-03-15	
78. सी एम/एल-1313531	मै. भारती मिनेक्स, फरीदाबाद	09359-1980	90-05-31	
79. सी एम/एल-1343742	मै. ईस्टर्न मैनु कं. लि., 24 परगना (प.प्र.)	02818 (भाग III)-1971	88-09-30	
80. सी एम/एल-1355143	मै. कुमुम इस्पात एंड बायर प्राइवेट्स प्रा. लि., धौलगाबाद	01785 (भाग I)-1983	89-05-15	
81. सी एम/एल-1348966	मै. हिस्सुस्ताम पैकर्स, नागपुर	10212 (भाग I)-1986	90-03-15	
82. सी एम/एल-1396258	मै. कोनखोल प्रा. लि., मंगलौर	09168-1979	90-03-31	
83. सी एम/एल-1404433	मै. बी. के. सीमेंट प्राइवेट्स, इलाहाबाद	00458-1971	90-04-15	
84. सी एम/एल-1407237	मै. बी. एल. इंडस्ट्रीज, जयपुर	09356-1980	89-08-31	
85. सी एम/एल-1414941	मै. कंगटा रिरोलिंग मिल्स, दुर्ग	00226-1975	90-04-15	
86. सी एम/एल-1417038	मै. के. एल. पार्लई एंड संस, हावड़ा	00780-1984	88-04-15	
87. सी एम/एल-1422132	मै. बक्स टिम्बर इंडस्ट्रीज, पेल्मबावर (केरल)	00010 (भाग III)-1974	90-05-15	
88. सी एम/एल-1423033	मै. परम इंडस्ट्रीज, राजकोट	04246-1984	90-05-15	
89. सी एम/एल-1432741	मै. स्टेड्स इम एंड बोर्ड मैनु कं., बम्बई	01783 (भाग II)-1988	89-07-15	
90. सी एम/एल-1439351	मै. श्री भगवती रि-रोलिंग मिल्स, जयपुर	01977-1975	89-07-31	
91. सी एम/एल-1440538	मै. श्री भगवती रि-रोलिंग मिल्स, जयपुर	00933-1976	88-08-15	
92. सी एम/एल-1440639	मै. भारत इंजीनियरिंग वर्क्स, बम्बई	00934-1976	88-08-15	
93. सी एम/एल-1444748	मै. जनश्याम मैनीशिया वर्क्स, सुरेन्द्रनगर (गुजरात)	00254-1973	89-08-31	
94. सी एम/एल-1470143	मै. भारती फायर इंजीनियर्स, बम्बई	00934-1976	89-10-31	
95. सी एम/एल-1473553	मै. भारती फायर इंजीनियर्स, बम्बई	02878-1976	89-11-15	
96. सी एम/एल-1474959	मै. राज प्लाटिस्क केबल्स, भद्रमबाबा	00694-1977	87-11-15	
97. सी एम/एल-1505035	मै. दुर्ग पेस्टीसाइड्स, बरहमपुर (म.प्र.)	00562-1978	90-01-31	
98. सी एम/एल-1508142	मै. जया फूड इंडस्ट्रीज प्रा. लि., नसर्गोडा (झ.प्र.)	01485-1976	90-02-15	
99. सी एम/एल-1509346	मै. भारत इंजीनियरिंग वर्क्स, जयदान (गुजरात)	09020-1979	90-02-15	

(1)	(2)	(3)	(4)	(5)
100. सी एम/एल-1521538	मै. रुग्ठा रि-रोलिंग मिल्स, दुर्ग (म.प्र.)	01786-1985	9004-15	
101. सी एम/एल-1522944	म. किट प्लाई वुडस्ट्रीज लि., तिनगुनिया	02202 (भाग I)-1983	90-03-15	
102. सी एम/एल-1526750	मै. नॉन फेरस इंडिया, कलकत्ता	05290-1983	89-03-15	
103. सी एम/एल-1528249	मै. नॉन फेरस इंडिया, कलकत्ता	00903-1984	09-03-31	
104. सी एम/एल-1528451	मै. सीता कास्टिंग्स (प्रा) लि., 24 परगना (प्रब)	10325-1982	90-03-31	
105. सी एम/एल-1544449	मै. लक्ष्मी मेटल कं., कलकत्ता	10325-1982	90-03-31	
106. सी एम/एल-1553248	मै. एनोमिएटड इंजीनियरिंग वर्क्स, तुलूकू (भा.प्र.)	08749-1978	90-04-30	
107. सी एम/एल-1554957	मै. जय शायरन एंड स्टील कं., दुर्ग (म.प्र.)	01786-1985	89-04-30	
108. सी एम/एल-1557761	मै. प्रारथो मिनरल्स, करीदाबाव	09356-1980	90-05-15	
109. सी एम/एल-1563352	मै. जतरन भार्गव स्पलायस एंड ट्रेडर्स, कलकत्ता	02580-1982	87-05-31	
110. सी एम/एल-1575157	मै. एस बिहारी टुबको प्रोसेसर्स लि., मेथक (भा. प्र.)	01925-1974	90-09-30	
111. सी एम/एल-1587366	मै. ट्रांसकार्मर मैन्यु इंडस्ट्रीज धागान्धा (गुजरात)	04159-1983	89-07-31	
112. सी एम/एल-1900130	मै. मरीना प्लाई वुड कैमीकल्स लि., डिब्रूगढ़ (असम)	00710-1976	89-09-15	
113. सी एम/एल-1620237	मै. रतन इस्पात लि., रतलाम	03431-1982	87-10-31	
114. सी एम/एल-1930139	मै. जेफा एक्स्पॉर्ट प्रा. लि., मंडीदीप (म.प्र.)	10325-1982	88-12-15	
115. सी एम/एल-1655456	मै. दीपक टिन इंडस्ट्रीज, भावनगर (गुजरात)	10325-1982	90-02-15	
116. सी एम/एल-1657967	मै. हेमल्ट स्टील रोलिंग मिल्स, जयनांद (महा.)	01786-1985	90-02-28	
117. सी एम/एल-1660350	मै. महाश्वर टीन इंडस्ट्रीज, गुणे	00216-1975	88-02-28	
118. सी एम/एल-1664964	मै. सेलम एग्रो कैमीकल्स, सेलम (तमिलनाडु)	03903-1984	90-03-15	
119. सी एम/एल-1665057	मै. सुन्दा मेटल, कोटा	09020-1979	90-03-15	
120. सी एम/एल-1667970	मै. के. लाइट इंडस्ट्रीज, मद्रास	01947-1980	90-03-15	
121. सी एम/एल-1673359	मै. कनोगिया जूट एंड इंडस्ट्रीज, कलकत्ता	02580-1982	88-03-31	
122. सी एम/एल-1683968	मै. कोजिरीवाल स्टील इंडस्ट्रीज, कलकत्ता	07181-1986	89-04-30	
123. सी एम/एल-1686469	मै. स्वास्तिक कैमीकल्स, एंड पेस्टीसाइड्स, राहूक	02569-1978	90-04-30	
124. सी एम/एल-1692868	मै. फिगान कैमीकल्स, कण्डोगढ़	01807-1982	90-05-31	
125. सी एम/एल-1694771	मै. कोर्टनेटक फैबीमर्स (प्रा) लि., नरैण्डा	10840-1986	90-05-31	
126. सी एम/एल-1696775	मै. अजय इंडस्ट्रीज, बम्बई	08808-1986	90-06-15	
127. सी एम/एल-1698678	मै. दिगंकर, विजयवाड़ा (भा.प्र.)	07884-1978	89-06-15	
128. सी एम/एल-1700942	मै. अतिम एलायज एंड रि-रोलिंग मिल्स प्रा. लि., नागपुर	01786-1985	90-06-15	
129. सी एम/एल-1704647	मै. रीज इंजन मैन्यु., राजकोट	10001-1981	90-06-15	
130. सी एम/एल-1733957	मै. अम्बिका इंडस्ट्रीज, उत्तरासनगर, (म.प्र.)	08808-1986	89-09-15	
131. सी एम/एल-1734050	मै. अशोक इंडस्ट्रीज, हावड़ा	02580-1982	88-09-15	
132. सी एम/एल-1742352	मै. एल. के. इंडस्ट्रीज, नागपुर	01786-1985	89-09-30	
133. सी एम/एल-1745560	मै. एल. के. इंडस्ट्रीज, नागपुर	00216-1975	89-10-31	
134. सी एम/एल-1761457	मै. प्रेसपिन प्रॉडक्ट्स, नक्सारी (गुजरात)	03808-1986	89-11-30	
135. सी एम/एल-1764059	मै. सैमरा स्पन एंड स्टील पाइप्स, नर्मदा (महा.)	00458-1971	88-11-30	
136. सी एम/एल-1785775	मै. पैकवेल कंटेनर्स, अकोला (महा.)	10325-1982	90-01-31	
137. सी एम/एल-1787273	मै. कर्माटक एग्रो कैमीकल्स, प्रा. लि., बगलूर	08944-1978	89-01-31	
138. सी एम/एल-1804449	मै. पसंद फूड इंडस्ट्रीज, हुबली	10325-1982	89-03-15	
139. सी एम/एल-1805148	मै. भारत हार्मिंग इंजी. इंड., बरन (राज.)	09020-1979	90-03-31	



(1)	(2)	(3)	(4)	(5)
140.	सी.एम./एल-1805451	मै. कोटा इंजीनियरिंग वर्क्स, कोटा	69020-1979	90-03-31
141.	सी.एम./एल-1817357	मै. विमल उद्योगपुरा इंडस्ट्रिज प्रा. लि., बम्बई	04148-1967	90-04-30
142.	सी.एम./एल-1818460	मै. आदिनाथ इंक इंडस्ट्रिज, पुणे	00393-1985	90-04-30
143.	सी.एम./एल-1828261	मै. ए. पी. के. इंडस्ट्रिज, कियलान (केरल)	00916-1975	90-05-31
144.	सी.एम./एल-1830652	मै. निमल पेन्टीसाइड्स, आगरा	02567-1978	90-03-31
145.	सी.एम./एल-1832050	मै. वेरान कैमिकल्स, कलकत्ता	08249-1976	90-05-31
146.	सी.एम./एल-1833052	मै. जवाहर कैमिकल्स प्रा. लि., आबू रोड (राज.)	00269-1976	90-05-31
147.	सी.एम./एल-1835662	मै. गान्धी कैमिकल्स इंडस्ट्रिज, लुधियाना	02664-1980	90-06-15
148.	सी.एम./एल-1836058	मै. बालाजी डाटर पम्स (प्रा.) लि., श्रृंगगबाद	08034-1989	90-06-15
149.	सी.एम./एल-1849269	मै. गान्धाथी फेरिस्ट इंडस्ट्रिज प्रा. लि. रायसेन (म. प्र.)	01003 (भाग I)-1977	89-07-15
150.	सी.एम./एल-1852561	मै. प्लाट प्रोटेक्शन प्रोटेक्शन प्रा. लि., नेल्लीर (आ. प्र.)	00565-1984	90-07-31
151.	सी.एम./एल-1894473	मै. सुपर इंजीनियरिंग इंड. कलकत्ता	00444-1980	89-09-30
152.	सी.एम./एल-1896985	मै. भारत रबर इंडिया, दिल्ली	10655-1982	89-10-31
153.	सी.एम./एल-1909867	मै. डी. ई. जेल्स प्रा. लि., दिल्ली	04429 (भाग II)-1970	89-12-15
154.	सी.एम./एल-1909968	मै. डी. सी. प्रा. लि., दिल्ली	06216-1982	89-12-15
155.	सी.एम./एल-1933662	मै. परमेश्वरी कैमिकल्स, चित्तौड़ (म. प्र.)	02730-1985	90-02-15
156.	सी.एम./एल-1942360	मै. इलेक्ट्रो प्लास्टिक कंब. नेशन, मद्रास	10810-1986	90-02-28
157.	सी.एम./एल-1953764	मै. महाबोर स्टील इंडस्ट्रिज प्रा. लि., पुणे	01786-1985	90-03-15
158.	सी.एम./एल-1958779	मै. उपा पावोड्यूक्स पटना	04985-1981	90-03-31
159.	सी.एम./एल-1960867	मै. मिश्रा इलेक्ट्रिक बैटरी कं., सांगली (महारा.)	00203-1984	90-04-31
160.	सी.एम./एल-1961869	मै. इंडिया बैटरी इंडस्ट्रीस प्रा. लि., रायपुर	03811-1978	90-03-31
161.	सी.एम./एल-192467	मै. पूनियसल इलेक्ट्रिकल्स, मोहाला	00694-1977	90-03-31
162.	सी.एम./एल-1977480	मै. कुलदीप इंडस्ट्रियल कार्पोरेशन, चण्डीगढ़	04766-1982	90-05-15
163.	सी.एम./एल-1981471	मै. मानस इंडस्ट्रियल कार्पोरेशन, नई दिल्ली	02312-1987	90-05-31

[मं. क्र./प्रति 13 : 14]

Ministry of Food & Supplies  
(Department of Civil Supplies)  
BUREAU OF INDIAN STANDARDS  
New Delhi, the 15 October, 1991

S.O. 274.—In pursuance of sub-regulation (6) of Regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, it is, hereby notified that the Certification Marks Licences, details of which are mentioned in the following Schedule, have expired :

SCHEDULE  
LIST OF LICENCES EXPIRED DURING THE MONTH OF SEP., 1990

Licence No.	Name of the Licensee	Number of the relevant Indian Standard	Date of expiry
(1)	(2)	(3)	(4)
1. CM/L-0100711	DRM Steel Industries Pvt. Ltd., Ulhasnagar (Maharashtra)	00226-1975	89-09-15

1	2	3	4
2. CM/L-0114621	Lillodah Steel & Wire Co. Ltd., Howrah.	00226—1975	88-10-15
3. CM/L-0188044	Wood Craft Product Ltd., Jeypore, Dibrugarh (Assam)	02202 (Part I)—1983	89-12-31
4. CM/L-0255033	Jatindra Timber Industries Yamunanagar	00010 (Part III)—1974	90-05-15
5. CM/L-0270635	Indutrial Minerals & Chemicals Co. Pvt. Ltd. Bombay.	00633—1975	89-10-31
6. CM/L-0278853	Rishra Steel Ltd., Calcutta.	03975—1979	88-06-30
7. CM/L-0304424	British India Rolling Mills, Howrah	00226—1975	88-04-30
8. CM/L-0306731	T.H. (Overseas) Traders, Calcutta.	00010 (Part III & IV)—1976	90-06-01
9. CM/L-0357849	Orissa Industries Ltd., Barang (Orissa).	02556 (Part III & IV)—1981	89-06-30
10. CM/L-0391243	Kandria Jute & Industries Ltd., Howrah.	02818 (Part II)—1971	88-07-31
11. CM/L-0409433	P.M. Diesels Pvt. Ltd., Rajkot	10001—1981	90-06-30
12. CM/L-0458653	DRM Steel Industries Pvt. Ltd., Ulhasnagar (Maharashtra)	06914—1978	89-09-15
13. CM/L-0458754	DRM Steel Industries Pvt. Ltd., Ulhasnagar (Maharashtra)	06915—1978	89-09-15
14. CM/L-0461440	Jai Pal Udyog, Loni	03903—1984	90-09-30
15. CM/L-0478962	Kanoria Jute & Industries Ltd., Howrah	07407 (Part II)—1980	88-10-31
16. CM/L-0382953	B.D. Khaitan & Co., Calcutta	00633—1985	89-12-31
17. CM/L-0483046	B.D. Khaitan & Co., Calcutta	00565—1975	89-12-31
18. CM/L-0483753	Jaipal Udyog, Loni	04323—1980	90-09-30
19. CM/L-0498160	Windsor Foods Ltd., Baroda.	01011—1981	90-01-31
20. CM/L-0516439	Partap Steel Rolling Mills Chheharta. Amritsar.	01875—1978	90-05-15
21. CM/L-0592556	Jayalakshmi Fertilizers Tanuku (Andhra Pradesh)	00633—1975	90-02-28
22. CM/L-0597970	Taherally Esufally Ranswalla Bombay	05346—1975	90-03-31
23. CM/L-0604840	Packing Paper Products Bombay	01398—1982	90-04-30
24. CM/L-0617849	The Scientific Insecticides Co., Trichy (Tamil Nadu)	00562—1978	90-06-15

1	2	3	6
25.	CM/L-0620030	The Haryana Dairy Dev Co-Op Federation, Bhiwani.	01166—1986 890630
26.	CM/L-0630235	H.P. State Agro Ind. Dev. Corpn. Ltd., Bina (M.P.)	00564—1984 900731
27.	CM/L-0645955	Okay Textiles Tirupur (Tamil Nadu)	04964—1980 891015
28.	CM/L-0652245	Kitply Industries Ltd. Margherita (Assam)	01659—1974 891115
29.	CM/L-0667359	Overseas Engineers Rajkot.	10001—1981 900630
30.	CM/L-0696972	Gujarat Forgings Pvt. Ltd. Rajkot	10001—1981 900630
31.	CM/L-0697166	DRM Steel Industries Pvt. Ltd., Ulhasnagar (Maharashtra)	01786—1985 890915
32.	CM/L-0735249	British India Rolling Mills Howrah.	01786—1985 880430
33.	CM/L-0752855	J.K. Cable Industries Jammu	00398 (Part II)—1976 900215
34.	CM/L-0760046	EMCO Industrial Corporation Patna.	10001—1981 900315
35.	CM/L-0775463	Mercurium Ranchi (Bihar)	01363 (Part I & II)—1984 900515
36.	CM/L-0846460	Andhra Asphalt Pvt. Ltd. Visakhapatnam	01322—1982 900331
37.	CM/L-0851352	Godavari Plywoods Ltd. Rampachodavaram, E.G. Distt. (A.P.).	01328—1982 900331
38.	CM/L-0858669	Godavari Plywoods Ltd., Rampachodavaram, E.G. Distt. (A.P.).	02202 (Part I)—1985 890331
39.	CM/L-0874465	Daga Metal Industries, Calcutta	00010 (Part IV)—1976 890630
40.	CM/L-0376669	Industrial Cables (I) Ltd. Jind (Haryana)	01856—1977 890615
41.	CM/L-0894067	NICCO Steel Ltd., Shamnagar (West Bengal)	02879—1975 900615
42.	CM/L-0899582	Durga Pesticides Burhanpur (M.P.).	04323—1975 900228
43.	CM/L-0900743	Satya Steel Strips Pvt. Ltd. Hyderabad.	03196—1982 880930
44.	CM/L-0905954	R.C. Puri & Sons Bombay	02548—1980 891015
45.	CM/L-0935661	Pawan Enterprises Dhanbad.	04355—1977 860215
46.	CM/L-0949571	Golden Forgings Pvt. Ltd. Howrah.	00226—1975 900315
47.	CM/L-0957267	Ambica Scientific Industries Anand (Gujarat).	01223—1982 900331

1	2	3	4	5
48.	CM/L-0957873	Nitrofix Laboratories Calcutta	08268—1986	900331
49.	CM/L-0957924	Nitrofix Laboratories Calcutta	09138—1979	900331
50.	CM/L-0964163	Hindustan Insecticides Ltd. Rasayani (Maharashtra)	00565—1975	900430
51.	CM/L-0964971	Ex-Protecta Vallabh Vidyanager (Gujarat)	02148—1981	890430
52.	CM/L-0973068	Garware Plastics & Polyester Ltd., Nasik	04985—1988	900531
53.	CM/L-0977374	Henopak Engg. Industries Patna.	06595—1980	870630
54.	CM/L-1035630	The Eastern Mfg. Co. Ltd. Calcutta	01943—1964	890215
55.	CM/L-1040421	Praveen Trading Corporation Patna.	00391 (Part I)—1976	900615
56.	CM/L-1050222	Calcutta Wire Works Pvt. Ltd. Calcutta	00398 (Part I)—1966	880531
57.	CM/L-2659326	Surex Production & Sales Pvt. Ltd. Calcutta.	02171—1985	890331
58.	CM/L-1081637	Nicco Steels Ltd., Calcutta.	03975—1979	890531
59.	CM/L-1085039	Rajasthan Chemical Corpn. Jodhpur.	04955—1982	900531
60.	CM/L-1087750	M.P. Iron & Chemical Works (P) Ltd., Bhilai	01786—1985	890615
61.	CM/L-1095749	New Central Jute Mills Co. Ltd., Calcutta.	03790—1971	890331
62.	CM/L-1108631	Synthetic Plywood Industries Pvt. Ltd., Vizianagaram.	02784—1971	890831
63.	CM/L-1108732	Synthetic Plywood Industries Pvt. Ltd., Vizianagaram	02910—1971	890831
64.	CM/L-1123627	Larsvin Appliance Pvt. Ltd., Hyderabad.	03196—1982	880930
65.	CM/L-1134430	Aemco Universal Calcutta	04246—1984	891130
66.	CM/L-1168447	Hydro Carbon & Chemicals Calcutta	07299—1974	900315
67.	CM/L-1190642	Bharat Pesticides Mfg. Co., Delhi.	01307—1982	900615
68.	CM/L-1194145	St. Joseph Timber Industries Kallettumakara (Kerala).	00010 (Part II)—1974	900615
69.	CM/L-1197555	Garware Plastics & Polyester Ltd., Nasik.	02509—1973	900615
70.	CM/L-1216735	The Andhra Cement Co. Ltd., Vijayawada	00269—1976	900630
71.	CM/L-1216836	The Andhra Cement Co. Ltd., Vijayawada	01489—1976	900630

1	2	3	4	5
72.	CM/L-1225786	The Nuddea Mills Co. Ltd., Calcutta	03794—1966	890815
73.	CM/L-1225837	Nuddea Mills Co. Ltd. Calcutta.	02580—1982	890815
74.	CM/L-1254743	Chemicals & Inducitocides Gorakhpur	02367—1978	891215
75.	CM/L-1257143	Kitply Induttries Ltd. Tinsukia	01659—1979	891215
76.	CM/L-1269552	Hind Ceramics Ltd., Calcutta.	00651—1980	890131
77.	CM/L-1286554	Kanakhya Udyog (Pvt.) Ltd., Guwahati	04985—1981	900315
78.	CM/L-1313531	Arteo Minerals Faridabad.	09359—1980	900531
79.	CM/L-1343742	Eastern Mfg. Co. Ltd., 24-Parganas (West Bengal).	02818 (Part III)—1971	830930
80.	CM/L-1355143	Kusum Ispat & Wire Prodcets Pvt. Ltd., Aurangabad.	01785 (Part I)—1983	890515
81.	CM/L-1388766	Hindustan Packers Nagpur.	10212 (Part I)—1986	900315
82.	CM/L-1396258	Cantreads Pvt. Ltd., Mangalore.	09168—1979	900331
83.	CM/L-1404433	B. K. Cement Products Allahabad.	00458—1971	900415
84.	CM/L-1407237	B.L. Indutries Jaipur.	09356—1980	890831
85.	CM/L-1414941	Rungta Re-rolling Mills Durg.	00226—1975	900415
86.	CM/L-1417038	K.L. Parui & Sons Hawrah	00780—1984	890415
87.	CM/L-1422132	Brothers Timber Industries Perumbavoor (Kerala).	00010 (Part II)—1974	900515
88.	CM/L-1423033	Param Industries Rajkot.	04246—1984	900515
89.	CM/L-1432741	Standard Drum & Board Mfg. Co. Bombay	01783 (Part III)—1983	890715
90.	CM/L-1439351	Shree Bhagwati Re-Rolling Mills Jaipur.	01777—1975	890731
91.	CM/L-1440538	Bharat Engineering Works Bombay	00933—1976	880815
92.	CM/L-1440639	Bharat Engineering Works Bombay	00934—1976	880815
93.	CM/L-1444748	Ghanshyam Magesia Works Surendra Nagar (Gujarat)	00254—1973	890831
94.	CM/L-1470143	Bharti Fire Engineers Bombay	00934—1976	891031
95.	CM/L-1473353	Bharati Fire Engineers Bombay	02878—1978	891115

1	2	3	4	5
96.	CM/L-1474959	Faj Plastic Cables Ahmedabad.	00694—1977	801115
97.	CM/L-1505035	Durga Pesticides Burhanpur (M.P.).	00567—1978	900131
98.	CM/Y-1508142	Jaya Food Industries Pvt. Ltd., Nalgonda (A.P.).	01485—1976	900215
99.	CM/L-1509346	Bharat Engineering Works Jasdan (Gujarat).	09020—1979	900215
100.	CM/L-1521538	Rungta Re-rolling Mills Durg (M.P.).	01786—1985	900415
101.	CM/L-1522944	Kitply Industries Ltd., Tinsukia.	02202 (Part I)—1983	900315
102.	CM/L-1526750	Non-Ferrous India Calcutta	05090—1983	890315
103.	CM/L-1528249	Non-Ferrous India Calcutta	00903—1984	900331
104.	CM/L-1528451	Sita Castings (P) Ltd., 24-Parganas (West Bengal).	10325—1982	900331
105.	CM/L-1544449	Lakshmi Metal Co. Calcutta	10325—1982	900331
106.	CM/L-1553248	Associated Engineering Works Tanuku (Andhra Pradesh).	08749—1978	900430
107.	CM/L-1554957	Jay Iron & Steel Co. Durg (M.P.)	01786—1985	890430
108.	CML-1557761	Artee Minerals Faridabad.	09356—1980	900515
109.	CM/L-1563352	General Order Suppliers & Traders, Calcutta.	02580—1982	870531
110.	CM/L-1575157	Rasbihari Tobacco Processors Ltd., Medak (Andhra Pradesh).	01925—1974	900630
111.	CM/L-1537365	Transformer Mfg. Industries Dhrangadhra (Gujarat)	04159—1988	890731
112.	CM/L-1600130	Marinoply & Chemicals Ltd., Dibrugarh (Assam).	00710—1976	890915
113.	CM/L-1620287	Ratlan Ispat Ltd., Ratlam.	03431—1982	871031
114.	CM/L-1630139	Jaypeep Export Pvt. Ltd., Mandidee (M.P.).	10325—1982	831215
115.	CM/L-1655458	Deepak Tin Industries Bhavnagar (Gujarat)	10325—1982	900215
116.	CM/L-1657967	Hemant Steel Rolling Mills Jalgaon (Maharashtra)	01786—1986	900228
117.	CM/L-1660350	Mahavir Steel Industries Pune.	00226—1975	890228
118.	CM/L-1664964	Salem Agro Chemicals Salem (Tamil Nadu)	029703—1984	900315
119.	CM/L-1665057	Mundra Mertals Kota.	09020—1979	900315

1	2	3	4	5
120.	CM/L-1667970	K-Lite Industries madras	01947—1980	900315
121.	CM/L-1673359	Kanoria Jute & Industries Ltd. Calcutta.	02580—1982	880331
122.	CM/L-1693968	Kejriwal Steel Industries Calcutta.	07181—1986	890430
123.	CM/L-1685469	Swastik Chemicals & Pesticides, Rohtak	02569—1978	900430
124.	CM/L-1692868	Kisan Chemicals Chandigarh	01307—1982	900531
125.	CM/L-1694771	Continental Polymers (P) Ltd., Noida.	10840—1986	900531
126.	CM/L-1696775	Ajay Industries Bombay	08808—1986	900615
127.	CM/L-1698678	Twinkle Vijayawada (A.P.)	07884—1978	890615
128.	CM/L-1700942	Atin Alloys & Re-Rolling Mills Pvt. Ltd., Nagpur.	01786—1985	900615
129.	CM/L-1704647	Rose Engine Mfrs. Rajkot.	10001—1981	900615
130.	CM/L-1733957	Ambica Industries Ulhasnagar (Maharashtra)	08808—1986	880915
131.	CM/L-1734050	Ashoka Industries Howrah.	02580—1982	890915
132.	CM/L-1742352	L.K. Industries Nagpur.	01786—1985	8909030
133.	CM/L-1745560	L.K. Industries Nagpur.	00226—1975	8910.1
134.	CM/L-1761457	Presspin Products Navsari (Gujarat)	08808—1986	891130
135.	CM/L-1764059	Semcon Spun & Steel Pipes Nasik (Maharashtra)	00458—1971	891130
136.	CM/L-1785775	Packwell Containers Akola (Maharashtra)	10325—1982	900131
137.	CM/L-1787273	Karnatak Agro Chemicals Pvt. Ltd., Bangalore	08944—1978	890131
138.	CM/L-1804449	Pasand Food Industries Hubli	10325—1982	890315
139.	CM/L-1805148	Bharat Hammering Engg. Inds. Bikan (Rajasthan)	09020—1979	900331
140.	CM/L-1805451	Kota Engineering Works Kota.	09020—1979	900331
141.	CM/L-1817357	Vimal Urosurg Industries Pvt. Ltd., Bombay	04148—1967	900430

1	2	3	4	5
142.	CM/L-1818460	Adinath Ink Industries Pune.	00393—1985	900430
143.	CM/L-1828261	A.P.K. Industries Guilon (Kerala)	00916—1975	900531
144.	CM/L-1830652	Singhal Pesticides Agra.	02567—1978	900531
145.	CM/L-1832050	Baron Chemicals Calcutta.	08249—1976	900531
146.	CM/L-1833052	Jawai Cement Pvt. Ltd. Abu Road (Rajasthan)	00269—1976	900531
147.	CM/L-1835662	Cal Chemical Industries Ludhiana.	02664—1980	900615
148.	CM/L-1836058	Balaji Water Pumps (P) Ltd. Hyderabad	08034—1989	900615
149.	CM/L-1849269	Narbada Forest Industries Pvt. Ltd., Raisen (M.P.)	01008 (Part I)—1977	890715
150.	CM/L-1852561	Plant Protection Products Pvt. Ltd. Nellore (A.P.)	00565—1984	900731
151.	CM/L-1884473	Super Engineering Inds Calcutta.	00444—1980	890930
152.	CM/L-1896785	Bharat Rubber Udyog Delhi.	10655—1983	871031
153.	CM/L-1909867	D.D. Chains Pvt. Ltd. Delhi.	02429 (Part II)—1970	891215
154.	CM/L-1909968	D/D. Chains Pvt. Ltd. Delhi.	06216—1982	891215
155.	CM/L-1933662	Sri Parameshwari Chemical Inds., Chittoor (A.P.)	02730—1985	900215
156.	CM/L-1942360	Electro Plastic Combination Madras.	10840—1986	900228
157.	CM/L-1953264	Mahavir Steel Industries Pvt. Ltd., Pune.	01786—1985	900815
158.	CM/L-1958779	Usha Polytubes Patna.	04985—1981	900331
159.	CM/L-1960867	Leo Electric & Battery Co. Sangli (Maharashtra)	00203—1984	900331
160.	CM/L-1961869	India Brewery & Distillery Ltd., Bangalore.	03811—1976	900331
161.	CM/L-1962467	Universal Electricals Mohali.	00694—1977	900331
162.	CM/L-1977480	Kuldip Industrial Corn. Chandigarh.	04766—1982	900515
163.	CM/L-1981471	Manas Industrial Corporation New Delhi.	02312—1967	900531



का. प्रा. 2750-—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उपविनियम (6) के अनुसरण में एनईए द्वारा अधिसूचित किया जाता है कि जिन प्रमाणन मुहर खातों के विवरण नीचे प्रस्तुत की दिए गए हैं, उनकी अवधि समाप्त हो गई है:—

## अनुसूची

क्र. सं.	खात सं. (सीएम/एल)	लाइसेंसधारी का नाम	गार्ड एम सं.	अवधि समाप्ति की तिथि
(1)	(2)	(3)	(4)	(5)
अक्टूबर 1990 के दौरान प्रारम्भित लाइसेंस				
1.	सीएम/एल-0287652	नेशनल ट्रेडिंग कारपोरेशन, कलकत्ता	00010(भाग-II)-1976	09-03-31
2.	सीएम/एल-0377955	भारत ब्रिचिंग लि., मोरगुवा (गोवा)	03865-1978	90-03-31
3.	सीएम/एल-0410132	एस.पी. इंडस्ट्रीज, कन्नडा	00010(भाग-II)-1976	90-02-28
4.	सीएम/एल-0564753	मार्केटींग एग्री कौमिल्य, मोहानी (पंजाब)	00633-1985	90-06-30
5.	सीएम/एल-0629957	इंडिया कैपिटल लि., कलकत्ता	02834-1981	89-07-31
6.	सीएम/एल-0654148	पोलिफॉन इंजी. कारपो., राजकोट	10001-1981	90-05-31
7.	सीएम/एल-0689167	फाइन इंजी. वर्क्स, मेरठ	10001-1981	90-06-30
8.	सीएम/एल-071134	नेशनल जूट मैनु. कारपोरेशन लि., कलकत्ता	07407(भाग-II)-1980	89-04-15
9.	सीएम/एल-0754253	म्यासिटी टी नेट गैनुइ, बर्मा, कलकत्ता	00010(भाग-IV)-1976	90-02-28
10.	सीएम/एल-0776869	कमलनाथ कं. लि. कलकत्ता	03984-1982	89-05-31
11.	सीएम/एल-0781660	बी एस टी मैनु. लि., गढ़ार	01978-1982	90-06-30
12.	सीएम/एल-0840549	बडेलवाल मैनु. कारपो., लि. बम्बई	01161-1979	89-08-31
13.	सीएम/एल-0879071	कनकारा कं. लि., कलकत्ता	02874-1964	89-05-31
14.	सीएम/एल-0926862	एक्सेल इंडस्ट्रीज लि., बम्बई	02358-1983	90-06-15
15.	सीएम/एल-0934659	ककड़ा रोलिंग मिल, बांवाल	01786-1985	90-01-31
16.	सीएम/एल-0960660	बडेलवाल मैनु. कारपोरेशन लि., बम्बई	01239(भाग-I)-1979	89-08-31
17.	सीएम/एल-0966268	प्लांट फायर कंस्ट्रुट, सहारनपुर	00562-1978	90-04-30
18.	सीएम/एल-0997885	बी एस टी मैनु. लि., गढ़ार	03589-1981	90-06-30
19.	सीएम/एल-1011515	बी एस टी मैनु. लि., गढ़ार	09295-1979	90-06-30
20.	सीएम/एल-1021114	गोदावरी प्लाईवुड लि., रामापाचोबावरम (आ. प्र.)	00303-1975	07-12-31
21.	सीएम/एल-1042122	प्रकाश कंस्ट्रुट, बंगलूर	00398(भाग-I)-1976	89-06-30
22.	सीएम/एल-1063938	नेशनल जूट मैनु. कारपो. लि., कलकत्ता	07407-1985(भाग-III)	89-04-15
23.	सीएम/एल-1085241	सूरज एग्रीकल्चरल इंजीनियरिंग कारपो., भोपा	09020-1979	90-05-31
24.	सीएम/एल-1133630	बी एस टी मैनु. लि., गढ़ार लि. सोनीपत	04985-1981	90-03-30
25.	सीएम/एल-1161433	मार्केटिंग एग्री मिल, राई, जि. सोनीपत (हरियाणा)	01891(भाग-I)-1978	88-02-15
26.	सीएम/एल-1207532	बिहार प्लाईवुड, पूर्णिया (बिहार)	00010(भाग-II)-1976	90-07-15
27.	सीएम/एल-1213931	पनायम सीमेंट एंड मिनेरल इंडस्ट्रीज लि., कुरुनूल (आ. प्र.)	01489-1976	89-06-30
28.	सीएम/एल-1215733	भारत कंस्ट्रुट्स, नोएडा	00398(भाग-I)-1976	90-01-15
29.	सीएम/एल-1228843	विवेक इंजीनियर्स, अहमदाबाद	00325-1978	89-08-31
30.	सीएम/एल-1276351	क्रीमोफैब इंजीनियर्स प्रा. लि., इंदौर	09020-1979	90-01-31
31.	सीएम/एल-1282546	नेशनल जूट मैनु. कारपो. लि., कलकत्ता	02818(भाग-III)-971	89-02-28
32.	सीएम/एल-1285451	बाताजी विमंसे, मडकल तालुक, रंगारेड्डी जि. (आ. प्र.)	60217-1961	89-03-15
33.	सीएम/एल-1305532	मेट इंडिया, कोटा	09020-1979	90-04-30

(2)	(3)	(4)	(5)
34. सीएम/एल-1307738	जेबो ग्लास लि., महाराष्ट्र (प.प्र.)	01392-1971	90-05-15
35. सीएम/एल-1308033	पंजाब एपीकल्चरल इन्फर्मेन्ट्स प्रा. लि., सहायनपुर	09020-1979	90-05-15
36. सीएम/एल-1324132	नेशनल बाइंडरी, वाराणसी	00553-1979	90-07-15
37. सीएम/एल-1330226	एसोसिएटेड लिमिटेड. इंड., जम्मू	03196-1982	90-08-15
38. सीएम/एल-1363445	वेगास फूड्स लि., हुमन (कर्नाटक)	01011-1981	90-01-15
39. सीएम/एल-1376656	भास्को एग्रो प्रॉडक्ट्स, इंदौर	09020-1979	90-02-28
40. सीएम/एल-1396157	कलकत्ता ट्रेड सिंडिकेट. कलकत्ता	00010(भाग IV)-1976	90-03-31
41. सीएम/एल-1410630	इंडियन एलेक्स एंड कलर्स, गुरेन्द्रगढ़	05313-1975	90-04-15
42. सीएम/एल-1417341	रीना स्प्रिंग मशीन कं., बरनगा (केरल)	01610-1981	90-04-15
43. सीएम/एल-1479464	लालू भाई प्रमोचन लि., बम्बई	02347-1987	89-11-30
44. सीएम/एल-1489972	विधाने इंडस्ट्रीज, पुणे	05135(भाग-II)-1977	90-01-15
45. सीएम/एल-1493761	मॉटो इंडिया, कानपुर	01135-1973	89-01-15
46. सीएम/एल-1518044	खंडेलवाल भिनरस एंड पेस्टीसाइड्स, तागपुर	01507-1977	90-06-30
47. सीएम/एल-1528047	दि लक्ष्मी इंजीनियरिंग वर्क्स, हावड़ा	04038-1979	89-03-31
48. सीएम/एल-1529150	गारडा प्लास्टिक्स इंडस्ट्रीज, डिब्रूगढ़	00710-1976	90-03-31
49. सीएम/एल-1552852	एग्रोकेम सिलवासा प्रा. लि., वावरा नागर हवेली (गुजरात)	03401-1977	90-04-30
50. सीएम/एल-1553454	शेरी ट्यूब्स प्रा. लि., महबूब नगर (आ.प्र.)	04985-1981	89-04-30
51. सीएम/एल-1563251	श्री कामरूपा एंटरप्राइजेज, अमननेर (महाराष्ट्र)	10325-1982	89-05-15
52. सीएम/एल-1569061	हिमलपेन्ट्स एंड कैमिकल्स, गंदाक (सिक्किम)	00419-1967	90-05-31
53. सीएम/एल-1575763	पयमा न्यूट्रिएंट्स प्रा. लि., बम्बई	08249-1976	90-06-30
54. सीएम/एल-1580261	भवन प्रा. लि. इन पाथ प्रा. लि., कानपुर देगा (उ.प्र.)	00458-1971	90-07-31
55. सीएम/एल-1591155	चिनाब मैटन इंडस्ट्रीज, बम्बई	10325-1982	89-08-15
56. सीएम/एल-1593765	रासविहारी टोपेको प्रोसेसर्स लि., हुबल्लि जिला मेडक (आ.प्र.)	01925-1974	90-08-15
57. सीएम/एल-1596261	कुल मैक इंडस्ट्रीज, गिरगाओ	02653-1980	89-08-31
58. सीएम/एल-1630846	सिलवेन मैनु. कं., कोचीन	00010(भाग-IV)-1976	88-12-15
59. सीएम/एल-1641640	मंडु भिनरस इंडस्ट्रीज, 24 परगना (प.प्र.)	04323-1980	89-01-15
60. सीएम/एल-1642045	गजाला पम्पस, अहमदाबाद	08031-1989	90-01-15
61. सीएम/एल-1665259	क्रिस्टल निडोपॉर्न, निरपुर (नामिलनाडु)	04964-1980	90-03-15
62. सीएम/एल-1678773	एनफिल पॉलीमर्स (प्रा.) लि., कलकत्ता	10840-1986	88-04-15
63. सीएम/एल-1696270	रेनको पॉलीमर्स (प्रा.) लि., बम्बई	01342-1986	88-06-15
64. सीएम/एल-1709354	गोभा इंडस्ट्रीज, बम्बई	08808-1986	88-06-30
65. सीएम/एल-1710844	मॉल प्लास्टिक एंड फिनिश प्रा., सारिक	04985-1988	90-06-30
66. सीएम/एल-1712343	मैट्रुजलर (इंडिया), हावड़ा	04246-1984	88-07-15
67. सीएम/एल-1747867	बम्बई बर्नेस, बम्बई	08808-1986	88-10-31
68. सीएम/एल-1754253	प्रोटोमोटिव कूलर्स प्रा. लि., कल्याण	10339-1982	89-11-15
69. सीएम/एल-1771056	कंसोलिडेटेड स्टील एंड एलॉय लि., खालियर	06914-1978	90-03-15
70. सीएम/एल-1800441	राफी पैकेजिंग एंटरप्राइजेज, राफी	10212(भाग-I)-1986	90-03-15
71. सीएम/एल-1812246	सेठी स्टील इंडस्ट्रीज, दिल्ली	01342-1983	89-04-15
72. सीएम/एल-1826863	इरोड काय-हेटसिव इंडलूम डाय प्रोजेक्ट लि., इरोड	00745-1975	90-05-31
73. सीएम/एल-1850860	विप्रो. लि., भावनगर	11352-1985	90-07-31

(1)	(2)	(3)	(4)	(5)
74. सीएम/एल-1857470	हरफरन दास दीप चंद, दिल्ली		00285-1974	90-07-31
75. सीएम/एल-1860762	ईस्टर्न प्लाईवुड, 24 परगना (प.ब.)		00010(भाग-II)-1976	90-08-15
76. सीएम/एल-1948372	ईस्टर्न प्लाईवुड, 24 परगना (प.ब.)		02830-1975	90-03-15
77. सीएम/एल-1963065	जोधपुर सीमेंट इंडस्ट्रीज प्रा. लि., जोधपुर		08112-1976	90-03-31
78. सीएम/एल-1964370	स्वराज डोर लिक्वम (प्रा.) लि., नोएडा		01311-1981	90-04-15
79. सीएम/एल-1977076	एम.के. प्रायरेन फाउण्ट्री एंड इंजी.कें. आगरा		07181-1974	90-05-15
80. सीएम/एल-1989285	श्री गौरी शंकर जूट मिल्स लि., कलकत्ता		07407(भाग-III)-1980	90-06-15
81. सीएम/एल-1989386	श्री मोरी शंकर जूट मिल्स लि., कलकत्ता		07407(भाग-II)-1980	90-06-15
82. सीएम/एल-1992476	लूपिन एमोकैमीकल्स (इंडिया) प्रा. लि. पमोली (गुजरात)		02865-1978	90-06-30
83. सीएम/एल-2021624	गुजरात एमो इंडस्ट्रीज कारपो. लि, गोंडल (गुजरात)		04323-1980	90-08-31

[सं. के प्र वि/13:14]

S.O. 2750.—In pursuance of Sub-regulation (6) of Regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, it is, hereby notified that the Certification Marks Licences, details of which are mentioned in the following Schedule, have expired:

## SCHEDULE

Licence No.	Name of the licensee	Number of the relevant Indian Standard	Date of expiry
(1)	(2)	(3)	(4)
List of Licences Expired During the Month of October 1990			
1. CM/L-0287652	National Trading Corporation Calcutta	00010 (Part IV)—1976	890331
2. CM/L-0377956	Arlem Breweries Ltd Mormugao (Goa)	03865—1978	900331
3. CM/L-0416132	S.P. Industries Calcutta	00010 (Part IV)—1976	900228
4. CM/L-0568753	Markfed Agro Chemicals Mohali (Punjab)	00533—1985	900530
5. CM/L-0529957	India Capacitors Ltd. Calcutta	02834—1981	890731
6. CM/L-0654148	Pelikan Engineering Corpn. Rajkot	10001—1981	900531
7. CM/L-0689167	Fine Engineering Works Meerut	10001—1981	900630
8. CM/L-0711134	National Jute Mf's Corpn. Ltd., Calcutta	07407 (Part II)—1980	890415
9. CM/L-0754253	Quality Teachest Mfg Works Calcutta	00010 (Part IV)—1976	900228
10. CM/L-0776869	Kanknarrah Co. Ltd. Calcutta	03984—1982	890531

1	2	3	4	5
11.	CM/L-0781660	B.S.T. Mfg. Ltd. Gannaur	01978—1982	900630
12.	CM/L-0840549	Khandelwal Mfg. Corpn. Ltd. Bombay	01161—1979	890831
13.	CM/L-0879071	Kanknarrah Co. Ltd. Calcutta	02874—1964	890531
14.	CM/L-0926862	Excel Industries Ltd. Bombay	02358—1963	900615
15.	CM/L-0934659	Kakda Rolling Mills Bhopal	01786—1985	900131
16.	CM/L-0960660	Khandelwal Mfg. Corpn. Bombay	01239 (Part I)—1979	890831
17.	CM/L-0966268	Plantcure Cnococtrates Saharanpur	00562—1978	900430
18.	CM/L-0997885	B.S.T. Mfg. Ltd. Gannaur (Haryana)	03589—1981	900630
19.	CM/L-1011515	B.S.T. Mfg. Ltd. Gannaur, Distt. Sonapat	09295—1979	900630
20.	CM/L-1021114	Godavari Plywoods Limited Rampachdavaram (A.P.)	00303—1975	871231
21.	CM/L-1042122	Prakash Conductors Bangalore	00398 (Part I)—1976	890530
22.	CM/L-1063938	National Jute Mfrs. Corpn. Ltd., Calcutta	07407 (Part III)—1985	890415
23.	CM/L-1085241	Suraj Agricultural Engineering Corpn. Moga	092020—1979	900531
24.	CM/L-1133630	B.S.T. Mfg. Ltd. Gannaur, Distt. Sonapat	049985—1981	900630
25.	CM/L-1161433	Northland Rubber Mills Rai, Distt. Sonapat (Haryana)	01891 (Part I)—1978	860215
26.	CM/L-1207532	Bihar Plywood Purnia (Bihar)	00010 (Part II)—1976	900715
27.	CM/L-1213931	Panayam Cement & Mineral Industries Ltd., Kurnool (A.P.)	01489—1976	890630
28.	CM/L-1215733	Bharat Conductors Noida	00398 (Part I)—1976	900115
29.	CM/L-1228843	Vivek Engineers Ahmedabad	00325—1978	890831
30.	CM/L-1276551	Chemofab Engineers Pvt. Ltd. Indore	09020—1979	900131
31.	CM/L-1282546	National Jute Mfrs. Corpn. Ltd., Calcutta	02818 (Part III)—1971	890228

1	2	3	4	5
32.	CM/L-1285451	Balaji Bitumens Medchal Taluq, Rangareddy Distt. (A.P.)	00217—1961	890315
33.	CM/L-1305532	Metal India Kota.	09020—1979	900430
34.	CM/L-1307738	JG Glass Ltd. Rishikesh (U.P.)	01392—1971	900515
35.	CM/L-1308033	Punjab Agricultural Implements Pvt Ltd., Saharanpur	09020—1979	900515
36.	CM/L-1324132	National Winders Varanasi	00555—1979	900715
37.	CM/L-1330228	Associated Cylinders Inds Jammu	03196—1982	900815
38.	CM/L-1363445	Begees Foods Ltd. Hassan (Karnataka)	01011—1981	900115
39.	CM/L-1376656	Baheti Agro Products Indore	09020—1979	900228
40.	CM/L-1396157	Calcutta Trade Syndicate Calcutta	00010 (Part IV)—1976	900331
41.	CM/L-1410630	Indian Flavours & Colours Surendranagar	05346—1975	900415
42.	CM/L-1417341	Reona Sewing Machine Co. Varkala (Kerala)	01610—1981	900415
43.	CM/L 1479464	Lallubhai Amichand Ltd. Bombay	02347—1987	891130
44.	CM/L 1489972	Diwane Industries Pune	05135 (Part II)—1977	900115
45.	CM/L 1493761	Auto India Kanpur	01135—1973	890115
46.	CM/L-1518044	Khandelwal Minerals & Pesticides, Nagpur	01507—1977	900630
47.	CM/L-1528047	The Lakshmi Engineering Works, Howrah	04038—1979	890331
48.	CM/L-1529150	Sarda Plywood Industries Ltd. Dibrugarh (Assam)	00710—1976	900331
49.	CM/L-1552852	Arochem Silvassa Pvt. Ltd. Dadra, Nagar Haveli (Gujarat)	08401—1977	900430
50.	CM/L-1555454	Motro Tubes Pvt. Ltd. Mahaboobnagar (A.P.)	04985—1981	890430
51.	CM/L-1563251	Shri Shyamkripa Enterprises Amalner (Maharashtra)	10325—1982	890515
52.	CM/L-1569061	Himal Paints & Chemicals Gangtok (Sikkim)	00419—1967	000531

1	2	3	4	5
53.	CM/L-1575763	Padma Nutrients Pvt. Ltd. Bombay	08249—1976	900630
54.	CM/L-1586263	Ajai RCC Spun Pipes Pvt. Ltd. Kanpur Dehat (U.P.)	00458—1971	900731
55.	CM/L-1591155	Chenab Metal Industries Bombay	10325—1982	890815
56.	CM/L-1598765	Rasbihar Tobacco Processors Ltd. Dubbak, Distt Medak A.P.	01925—1974	900815
57.	CM/L-1596261	Kuil Match Industries Sivakasi	02653—1980	890831
58.	CM/L-1630846	Silman's Mfg Co. Cochin	00010 (Part IV)—1976	881215
59.	CM/L-1641649	Andu Mineral Industries 24 Parganas (West Bengal)	04323—1980	890115
60.	CM/L-1642045	Gazala Pumps Ahmedabad	08034—1989	900115
61.	CM/L-1665259	Bristol Knitwears, Tirupur (Tamil Nadu)	04964—1980	900315
62.	CM/L-1678773	Enfil Polymers (P) Ltd. Calcutta	10840—1986	880415
63.	CM/L-1696270	Rainco Stove Products Bombay	01342—1986	880615
64.	CM/L-1709354	Shobha Industries Bombay	08880—1986	880630
65.	CM/L-1710844	Moss Plyastics & Films Pvt. Ltd., Nasik	04985—1988	900630
66.	CM/L-1712343	Motzler (India), Howrah	04246—1984	880715
67.	CM/L-1747867	Bombay Burners. Bombay	08808—1986	881031
68.	CM/L-1754258	Automotive Coolers Pvt. Ltd. Kalyan	10339—1982	891115
69.	CM/L-1771056	Consolidated Steel & Alloys Ltd, Gwalior	06914—1978	900315
70.	CM/L-1800441	Rnachi Packaging Enterprises Ranchi	10212 (Part I)—1986	900315
71.	CM/L-1812246	Sethi Stove Industries Delhi	01342—1986	890415
72.	CM/L-1826843	Erode Co-op Intensive Handloom Dev. Project Ltd, Erode	00745—1975	900531
73.	CM/L-1850860	Wipro Ltd. Bhavnagar	11352—1985	900731

1	2	3	4	5
74. CM/L-1857470	Harkaran Dass Deep Chand, Delhi	00285—1974		900731
75. CM/L-1860762	Eastern Plywood 24 Parganas (West Bengal)	00010 (Part II)—1976		890815
76. CM/L-1948372	Consolidated Steels & Alloys Ltd., Gwalior	02830—1975		900315
77. CM/L-1963065	Jodhpur Cement Industries Pvt. Ltd., Jodhpur	08112—1976		900331
78. CM/L-1964370	Swaraj Door Links (P) Ltd. Noida	01341—1981		900415
79. CM/L-1977076	S.K. Iron Foundry & Engg. Co., Agra	07181—1974		900515
80. CM/L-1989285	Shree Gouri Shankar Jute Mills Ltd., Calcutta	07407 (Part III)—1980		900615
81. CM/L-1989386	Shri Gouri Shankar Jute Mills Ltd., Calcutta	07407 (Part II)—1980		900615
82. CM/L-1992476	Lupin Agrochemicals (India) Pvt. Ltd., Panoli (Gujarat)	02865—1978		900630
83. CM/L-2021624	Gujarat Agro Industries Corpn. Ltd., Gondal (Gujarat)	04323—1980		900831

[No. CMD/13 : 14]

नई दिल्ली, 10 अक्टूबर, 1991

का.आ. 2751.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उपविनियम (6) के अनुसरण में पत्रद्वारा अधिसूचित किया जाता है कि जिन प्रमाणन मुहर लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, उनकी अवधि समाप्त हो गई है:

## अनुसूची

क्रम सं.	लाइसेंसधारी का नाम एवं पता	संबंधी मानक संख्या	अवधि समाप्ति की तिथि
दिसम्बर, 1990 के दौरान आस्थगित लाइसेंस			
1. 0349547	महाराष्ट्र कापरेटिव इजी. सोसाइटी लि., इंड. इस्टेट, पूना बंगलोर रोड, शिलोपी, कोल्हापुर-416005	IS : 10001--1981	89-07-31
2. 0369755	कलकत्ता स्टील कं. लि., 4 ग्रीन्ड कोर्ट हाउस स्ट्रीट, कलकत्ता-700001	IS : 2879--1975	90-07-31
3. 0533136	मकानी इजी. वर्क्स, स्टीफन हाउस, 6 डी ग्रावर, एन. सुखजी हाउस, कलकत्ता-700001	IS : 2906--1984	90-11-15
4. 0552746	ग्रगोक स्टील कारपो., पी.-35 इंडियाना-एक्सचेंज प्लेस, कलकत्ता-700001	IS : 6914—1978	90-09-30
5. 0663149	इंडिकले, प्लॉट नं. 2, उद्योगनगर, एस बी रोड गोरगांव (प), बम्बई-400062	IS : 2567—1978	90-09-30
6. 0884973	केनरा केमिकल इंडस्ट्रीज प्रो. नं. सी-8, वाकिमपडी इंड. एस्टेट, म्यू. मंगलोर-575010	IS : 261--1982	90-08-15
7. 0982064	गोयलका ब्रदर्स टिलीकोनिया बगीचा, कटक-750001	IS : 2089- - 1977	90-07-31

(1)	(2)	(3)	(4)	(5)
8.	1022520	इडिकले, प्लाट नं. उद्योग नगर, एस. बी. रोड, गोरगांव (पश्चिम), बम्बई-400062	IS : 3903-1984	90-09-30
9.	1073638	पाइनियर स्प्रिंग एंड स्टील कंसर्न प्रा. लि. 4, गवर्नमेंट प्लेस (उत्तर) कलकत्ता-700001	IS : 7906(भाग-2)-1975	90-05-15
10.	1116832	इंडियन सुपरफाइट इंडस्ट्रीज, 138 बिपलाली रासबिहारी, बसुरोड-700001	IS : 226--1975	90-09-30
11.	1228136	प्लाईवुड कं., 1/1 मुरारी टुकुर लेन, कलकत्ता-700087	IS : 10(भाग-2)-1976	90-08-31
12.	1229037	स्कार्लैक इंड, 17 इंडस्ट्रीज एरिया, कंजपुरा रोड, करनाल-132001	IS : 9020-1979	90-08-31
13.	1271137	सुलेख राम बनारसीदास स्टील रोलिंग मिल रेलवे स्टेशन के पास, मंडी गोबिन्दगढ़-147301	IS : 226--1975	90-01-31
14.	1306837	पामबी स्पेसलिटीज एंड टिंगु पेपर्स लि., एस सी ओ 55, मैक्टर 26-डी, चंडीगढ़-160026	IS : 3413-1977	89-04-30
15.	1314028	सेलवेल प्लास्टिक (प्रा.) लि., डा-कौडूर-पांडु नुजीविठ तालुक जि-कृष्ण	IS : 4984-1987	89-05-31
16.	1346647	राम एगो कौमीकल इंड प्रा. लि., 197, गोविन्दप्या नाइकन स्ट्रीट, मद्रास-600001	IS : 1109-1980	90-10-15
17.	1425138	सोमानी सीमेंट प्रा. लि., रेलवे स्टेशन के सामने, डा-सरसालिया, बीजलपुर तालुक गोधरा, जि-पोर्ब महल	IS : 269-1989	90-06-15
18.	1445144	जोयोटी इंडस्ट्रीज, कपुरथला रोड, जालन्धर-144002	IS : 781-1984	90-08-31
19.	1449657	एक्सप्रेस टिन कंटेनर्स प्रा. लि., 38 बाउस्टो-ला स्ट्रीट, कलकत्ता-700007	IS : 10(भाग-4)-1976	90-09-15
20.	1475355	दीप्ति पायर इंजिनियर्स यूनिट नं. 426 बूसा उद्योग भवन, तोकारगी, जीवराज रोड सूरी (प) बम्बई-40015	IS : 933-1989	89-11-15
21.	1579468	हुगली बुड प्राइवेट्स (प्रा.) लि., सुगंधा, एन एच 2 डा सुगंधा, जिला हुगली	IS : 10(भाग-2) 1976	90-07-15
22.	1586364	बूवेल खंड ह्यूम पाइप सीमेंट इंडस्ट्रीज, बेरी पुलिया, चित्तकूट धाम (कर्षी) बांदा	IS : 458-1988	90-07-31
23.	1600736	मयार एग्रीकल्चरल वर्क्स, स्टेशन रोड, भारत पुर	IS : 9020-1979	90-09-15
24.	1603237	इंडियन स्टील एंडवायर प्राइवेट्स लि., इन्द्रा नगर, जमशेदपुर	IS : 226-1975	90-09-15
25.	1609754	टी. के. स्पन पाइप कं., गा-भरसना, डा-डाकुली बाया-जीरकपुर पटियाला-147001	IS : 458-1988	90-10-15
26.	1614949	रानी प्लास्टिक पाइप इंडस्ट्रीज, बी-15 इंडस्ट्रियल एस्टेट, नंदयाल-518502	IS : 4985-1988	90-10-31
27.	1620338	पंजाब इंडस्ट्रीज, प्लाट नं. 150, सैक्टर 24 फरीदाबाद-125005	IS : 226-1975	90-10-31
28.	1669873	मरेन्ड मैकेनिकल वर्क्स, 13 कछोरा तालाब, दमोड-700012	IS : 9020-1979	89-03-31
29.	1692161	बुडपाल, 45 श्री गोपाल मलिकलेन, कलकत्ता-700012	IS : 10(भाग-4)-1976	89-05-31
30.	1719458	सीको पेन्ट एंड कैमीकल (इंडिया) चौराहाट्टा (इंडस्ट्रियल इस्टेट के पास) रीवा 486006(म.प्र.)	IS : 2074-1979	90-08-15
31.	1722649	बाबा एन्टरप्राइजेज, 10 इंड. एस्टेट बल्लौर (म.प्र.)	IS : 458-1988	90-08-15
32.	1723651	एस. एस. इंस्युलेट्स प्रसं. 4 ग्राम बांविष बजेवर रोड, जिला-भाग	IS : 458-1488	90-08-15



भाग 11-का 3 (11)				
(1)	(2)	(3)	(4)	(5)
33. 1730749	जय किशन एग्रो इंडस्ट्रीज, बी-29/33, सनवर रोड, इंड. एस्टेट, इन्दौर-3	IS : 1664-1981	90-09-15	
34. 1731549	प्रभात एंज.कं. रियलिंग शटमें प्रा. लि., डा 22 एम-7 इंड. एस्टेट इन्दौर-580020	IS : 6248-1979	90-09-15	
35. 1734454	मैनीलाल एंड कं., 54-58 मौलाना आजाद रोड, रंगबासा कंपाऊंड इन्दौर-400001	IS : 1342-1986	90-09-15	
36. 1734656	बीस्ट बंगाल एग्रो इंडस्ट्रीज कारपो. लि., 23-बी, एन.एस. रोड, 3 ए तल कलकत्ता-700001	IS : 11170-1985	90-09-15	
37. 1734959	भार पी इंजीनियर्स, पंजाब सा मिल कंपाऊंड, एम जी रोड, नासिक रोड-422103	IS : 8749-1988	90-09-30	
38. 1816961	खोताबन कैमिकल्स एंड फर्टीलाइजर्स लि., कुर्गुमिक डा. हल्दिया पोस्ट जि-मिशनपुर-721602	IS : 299-1989	90-04-15	
39. 1833153	राष्ट्रीय मेटल एंड स्टील इंडस्ट्रीज, 190, ग्लोब कालोनी, इंड. एरिया, जालन्धर-144004	IS : 1711-1984	90-05-31	
40. 1848267	पंजाब इंडस्ट्रीज प्लाट नं. 150 सेक्टर 24, फरीदाबाद-121005	IS : 1977-1975	90-10-31	
41. 1859676	कोंकण स्टील लि., सी-12, एम आई डी सी बोरडी, नियलुन, जि-रतनगिरि	IS : 6914-1978	90-08-15	
42. 1864871	होस्टिंग मिल्स जूट डिवाइजन प्रा.कं. श्री दिग्विजय सीमेंट, 14, नेताजी सुभाष रोड, कलकत्ता	IS : 12154-1987	90-08-15	
43. 1870967	श्री कृष्ण कं., 15, बेनारस रोड, कलकत्ता-700001	IS : 3790-1971	90-08-31	
44. 1877981	एग्रो इन्विजमेंट (इंडिया), 7868 रोशनारा रोड, दिल्ली-100007	IS : 11480-1985	90-08-31	
45. 1880465	श्री बेबी प्रसाद स्टील प्रा. लि., परनाहिता, मानगोलाटिक्स, जि-प्रकासन	IS : 226-1975	90-09-15	
46. 1885677	धरुणा स्टील रोलिंग मिल्स, सुपर बी 3, इंडस्ट्रियल एस्टेट, महुरे-625001	IS : 226-1975	90-09-30	
47. 1887479	लेबटो प्लास्ट प्रा. लि., 67 मोटकमपुर, काम्पलेक्स, दिल्ली रोड मेरठ-250005	IS 4467(भाग-1)-1980	90-09-30	
48. 1957777	पो डी स्पन पाइप्स, जानसा, बाराणसी	IS : 458-1988	90-03-31	
49. 2010821	विजया एलम एंड कैमिकल्स, हास्पिटल रोड, बालमोड	IS : 299-1989	90-08-15	

[सं. के प्रशि/13:14]

New Delhi, the 10th October, 1991

S.O. 2751.—In pursuance of Sub-regulation (6) of Regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, it is, hereby notified that the Certification Marks Licences, details of which are mentioned in the following Schedule, have expired :

## SCHEDULE

Sl. Licence No. No.	Name of the licensee	Number of the relevant Indian Standard	Date of expiry
(1)	(2)	(3)	(4)
1. 0349547	Maharashtra Co-operative Engg. Society Ltd. Indl. Estate Poona-Bangalore Road Shiroli Kolhapur-416005	IS 10001 : 1981	89/07/31

(1)	(2)	(3)	(4)
2. 0369755	Calcutta Steel Co. Ltd. 4, Old Court House Street Calcutta 700001	IS 2879 : 1975	90/07/31
3. 0533136	Makali Egg. Works Stephen House 6D, R.N. Mukherjee Road Calcutta 700001	IS 2906 : 1984	90/11/15
4. 0552746	Ashok Steel Corpn. P-35, India Exchange Place Calcutta 700001	IS 6914 : 1978	90/09/30
5. 0663149	Indiclay Plot No. 2, Udyog Nagar S.V. Road Goregaon (West) Bombay 400062	IS 2567 : 1978	90/09/30
6. 0884973	Canara Chemical Industries Shed No. C-8 Baikampady Indl. Estate New Mangalore 575010	IS 261 : 1982	90/08/15
7. 0982064	Goyalka Brothers Tinikonia Bagicha Cuttack 753001	IS 2089 : 1977	90/07/31
8. 1022520	Indiclay Plot No. 2, Udyog Nagar S.V. Road Goregaon (West) Bombay 400062	IS 3903 : 1984	90/09/30
9. 1073638	Pioneer Spring & Steel Concern Pvt. Ltd. 4, Govt. Place (North) Calcutta-900001	IS 7906 (Part 2) : 1975	90/05/15
10. 1116832	Indian Supercraft Industries 138, Biplabi Rash Behari Basu Road Calcutta 900001	IS 226 : 1975	90/03/30
11. 1228136	Plyveon Co. 1/1, Muraripukur Lane Calcutta 700087	IS 10 (Part 2) : 1976	90/08/31
12. 1229037	Skylak Inds. 17, Indl. Area Kunjpura Road Karnal 132001	IS 9020 : 1979	90/08/31
13. 1271137	Sulekh Ram Banarasi Dass Steel Rolling Mills Near Railway Station Mandi Gobindgarh 147301	IS 226 : 1975	90/01/31

(1)	(2)	(3)	(4)
14. 1306837	Pamwi Speciality & Tissue Papers Ltd. S.C.O. 55, Sector 26-D Chandigarh 160026	IS 3413 : 1977	89/04/30
15. 1314028	Selwel Plastics (P) Ltd. P.O. Koduru-Pado Nuzivid Taluk Krishna Dist.	IS 49984 : 1987	87/05/31
16. 1346647	Ram Agro Chemical Inds. Pvt Ltd. 197, Gevindaappa Naicken Street Madras-600001	IS 1109 : 1980	90/10/15
17. 1425138	Somani Coment P Ltd Opp. Railway Station Kharsalia Post Vejalpur Taluka Godhra Distt Porbhamahal	IS 269 : 1989	90/06/15
18. 1445144	Zoloto Industries Kapurthala Road Jalandhar-144002	IS 781 : 1984	90/08/31
19. 1449657	Express Tin Containers P. Ltd. 39, Bourtolla Street Calcutta 700007	IS 10 (Part 4) : 1976	70/05/15
20. 1475355	Dipti Fire Engineers Unit No. 426 Busa Udyog Bhavan Tokarshi Jivraj Road Sewree (W) Bombay-400015	IS 933 : 1989	89/11/15
21. 1579468	Hooghly Wood Products (P) Ltd. Sugandha N.H. 2 P.O. Sugandha Distt Hooghly	IS 10 (Part 2) : 1976	90/07/15
22. 1586364	Bundelkhand Hume Pipe and Coment Industries Beri Pulia Ahmad Ganj Chitrakoot Dham (Karwi) Distt. Banda	IS 458 : 1988	90/07/31
23. 1600736	Mathura Agriculture Works Station Road Bharatpur	IS 9020 : 1979	90/09/15
24. 1603237	Indian Steel & Wire Products Ltd. Indra Nagar Jamshedpur	IS 226 : 1975	90/09/15

(1)	(2)	(3)	(4)
25 1609754	T.K. Spun Pipe Co. Vill. Bartana P.O Dhakauli Via Zirakpur Patiala-147001	IS 458 : 1988	90/10/15
26 1614949	Rani Plastic Pipes Industries B-15, Industrial Estate Nandyal-518502	IS 4985 : 1988	90/10/31
27 1620338	Punjab Industries Plot No. 150— Sector 24 Faridabad-121005	IS 226 : 1975	90/10/31
28 1669873	Narendra Mechanical Works 13, Kachora Talab Damoh (M.P.)	IS 9020 : 1979	89/03/31
29 1692161	Woodpal 45, Sri Gopal Malik Lane Calcutta-700012	IS 10 (Part 4) : 1976	89/05/31
30 1719458	Seco Paint & Chemical Industries (India) Chorahata (Near Indl. Estate) Rewa-486006 (M.P.)	IS 2074 : 1979	90/08/15
31 1722649	Baba Enterprises 10, Indl. Estate Bannore (M.P.)	IS 458 : 1988	90/08/15
32 1723651	S.S. Industries S.No. 4, Village Chandip Vajreshwari Road Distt. Thane-401303	IS 458 : 1988	90/08/15
33 1730749	Jai Kisan Agro Industries B-29/33, Samwer Road Indl. Estate Indore-3	IS 1664 : 1981	90/09/15
34 1731549	Prabhat & Co. Re-Rolling Shutters P. Ltd. D-22—N-7, Indl. Estate Hubli-580020	IS 6248 : 1979	90/09/15
35 1734454	Manilal & Co. 54—58, Maulana Azad Road Rangwala Compd Bombay-400011	IS 1342 : 1986	90/09/15
36 1734656	West Bengal Agro Inds. Corpn. Ltd. 23-B, N.S. Road 3rd Floor Calcutta-700001	IS 11170 : 1985	90/09/15

(1)	(2)	(3)	(4)
37 1734959	Arpee Engineers Punjab Saw Mill Compd. M.G. Road Nasik Road-422103	IS 8749 : 1988	90/09/30
38 1816961	Khetawat Chemicals & Fertilizers Ltd. Durgachak P.O. Haldia Distt. Midnapur-721602	IS 299 : 1989	90/04/15
39 1833153	Rashtriya Metal & Steel Inds. 190, Globe Colony Indl. Area Jalandhar-144004	IS 1711 : 1984	90/05/31
40 1848267	Punjab Industries Plot No. 150 Sector 24 Faridabad-121005	IS 1977 : 1975	90/10/31
41 1859676	Konkan Steel Ltd. C-12, MIDC Kherdi Chiplun, Distt. Ratnagiri	IS 6914 : 1978	90/08/15
42 1864871	Hasting Mill, Jute Divn of Shree Digvijay Cement Co. Ltd. 14, Netaji Subhas Road Calcutta-700001	IS 12154 : 1987	90/08/15
43 1870967	Shri Krishan Co. 15, Brabourne Road Calcutta-700001	IS 3790 : 1971	90/03/31
44 1877981	Agro Equipment (India) 7868, Roshanara Road Delhi-110007	IS 11480 : 1985	90/08/31
45 1880465	Sri Devi Prasad Steels Private Ltd. Pernahetta Ongoleta Distt. Prakasam	IS 226 : 1975	90/09/15
46 1885677	Aruna Steel Rolling Mills Super B-3, Industrial Estate Madurai-625007	IS 226 : 1975	90/09/30
47 1887479	Lacto Plast Pvt. Ltd. 67, Mokhampur Complex Delhi Road, Meerut-250005	IS 4467 (Part I) : 1980	90/09/30
48 1957777	P.D. Spun Pipe Jansa Varanasi	IS 458 : 1988	90/03/31
49 2010821	Vijaya Alum & Chemicals Hospital Road Balasore-756001	IS 299 : 1989	90/08/15

नम.क्रा. 2752.-भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के अनुसूची (5) के अनुसूची में भारतीय मानक ब्यूरो एनडोर्स करता है कि जिन लाइसेंसों के विवरण के नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

## अनुसूची

क्रम संख्या	लाइसेंस संख्या	दिष्टता की तिथि	लाइसेंसधारी का नाम और पता	लाइसेंस के अर्जन हेतु/प्रक्रिया और सम्बंध भारतीय मानक की संख्या
(1)	(2)	(3)	(4)	(5)
1.	2239045	91-05-01	मै. मेन्स इलेक्ट्रिकल्स (प्रा.) लि., ए-23/8 सेन नं. 4 धानसदपर्वत, नई दिल्ली-110005	वाणिज्यिक इका के कवर (डिजिटैकवर) प्रारिण 2500/एस-1/3 आईएस: 3315-1974
2.	2239146	91-05-16	मे. मोटिका इंड. एन्टरप्राइजेज, 54/1, "ओ" रोड वेनगाफिया, हावड़ा 8	बालू के मांचे के स्पिगट और साकेट मिटिंग आईएस: 1729-1979
3.	2239247	91-05-16	मे. युनिक कंस्ट्रक्शंस, जी-82 रोड नं. 7, बी.एन.आई. एरिया, जयपुर-802013	शिरोपरि प्रेषण हेतु जस्तीकृत इस्पात पब्लिश एन्वुर्स नियम बालक आईएस: 398 (भाग 2)--1976
4.	2239348	91-05-16	--वही--	शिरोपरि प्रेषण हेतु जस्तीकृत एन्वुर्स नियम के लक्ष्य बालक आईएस: 398 (भाग 1)--1976
5.	2239449	91-04-16	मे. बिटुमेन प्राइवेट्स (इंडिया), 90ए, विरेन राय रोड (पू) कलकत्ता-700 041	ऑटोमैटिक बिटुमेन रोड 85 25 और रोड 94/15 केवल आईएस: 702-1988
6.	2239550	91-05-16	मे. वी.डी. खेतान एंड कंपनी, बीनेनराय रोड, सीनागढ़, महेशनाला, जि. 24-परगना (प. बं.)	कार्बन इस्पात 50% इस्पातमानुसार इन्वुर्स रीमि केवल आईएस: 7121-1973
7.	22396581	91-05-16	नमकार चंद्र जूट मिल, भुवनाथ कोसे रोड, कलकत्ता जि. 24-परगना (प. बं.)	मीनेट पैकिंग हेतु पटसन के पैकिंग बोरे आईएस: 2580-1982
8.	2239752	91-05-16	मे. हरमिताप इलेक्ट्रिक क., सी-68 जगतपुरी, सेन रोड, गहदरा, दिल्ली-110051	100वां और 60वां, 230वीं कुंडलित कुंडली टंगस्टन हेतु सामान्य सेवा बल्ब, सी-22डी-टोपी आईएस: 418-1978
9.	2239853	91-05-16	मे. प्रोसीस कंजोर्जस प्रा. लि. नं. 51, जिम्नी हंड, एरिया, अनेकल गालुक, बंगलौर, जि. 562106	ड्रम हेतु स्टील के कंगे जाने वाले तकत गाइज 20मिमी से 50 मिमी आईएस: 1784-1984
10.	2239954	91-05-16	मे. विश्वकर्मा जिनसस्टिक, जी-75, लक्ष्मीनगर, दिल्ली-110091	एक फेजी मोटर वाले डेजर्ट कूलर, थ्रेपी ई. रोघन सहित आईएस: 1151-1987
11.	2240030	91-05-16	मे. विपीकोन, सी-22/ए हंड एस्टेट, विनासापट्टनम (प्रा. प्र.)-530007	शिरोपरि प्रेषण सहित जस्तीकृत इस्पात पब्लिश एन्वुर्स नियम बालक आईएस: 398 (भाग 2)--1976
12.	2240131	91-05-16	मे. सिरिस इंडिया लि., गुम्माडीखाला प्रा. मेडक जि. गुम्माराम हंडल, नरसापुर गालुक (प्रा. प्र.)	ब्यूटाकनोर 50% इस्पात आईएस: 9356-1980
13.	2240232	91-05-16	मे. बेक डब. रिसर्च फाउंडेशन, पूर्व भारतीय एप्रो इंडस्ट्रीज फाउंडेशन, उर्पी, कंचन, पुणे-412202	पगु ब्राह्मर हेतु पूरक खनिज मिश्रण आईएस: 1664-1981
14.	2240333	91-05-16	मे. मंजाल इलेक्ट्रिकल्स प्रा. लि., ठा. जिकम्बरपुर, हानी बाइर, साहिबाबाव, गाजियाबाद (उ.प्र.)	बायोलैट लैम्प होल्डर रोघिन, फाउंड टाइप पबनाम बी-22 डी टोपी सहित आईएस: 1258-1979

(1)	(2)	(3)	(4)	(5)
15.	2240434	91-05-16	मे० नागमठमैय ब्रम्ह, 40 एम्प्लिय लाइकेन पर्टी, अम्बाला, जिकार्म-641023	हिन्दुवन्द दियासलाई आईएम: 2653--1980
16.	2240535	91-05-16	मे० एमोसिएड सॉल्ट कम्पनी लि., मुहुरकुर्गाई बरप, मुहुरकुर्गाई हा., कोयम्बतूर-641105	उच्च सामर्थ्य साधारण पोर्टलैण्ड सीमेंट, 43 ग्रेड आई एम: 8112--1976
17.	2240636	91-05-16	जिक प्रोडक्ट्स, 113 मोतीपख्वास, मद्रास	जिक सल्फेट, कृपि ग्रेड, आईएम: 8249--1976
18.	2240747	91-05-16	मे० टुडियापुर काप एम्प्लियर्स सविसेज लि., मेडु एलायस रोड, टुडियापुर हा., कोयम्बतूर	मिक्सीकॉक 25 % ईसी आई एम: 8028--1987
19.	2240838	91-05-16	मे० एम्सटर्क नो. टैपस्ट्रीज, प्लॉट नं० 237/1, अम्बाला स्टेट, कैनास बाजार रास्ता, कैडिआ लैब के सामने एम्प्लिय रोड, मोडासर रोड हा., भलवा, अहमदाबाद-380050	नॉसिंग की लॉथि ग्रेड 3 चपटा सहित केवल आईएम: 868--1966
20.	2240939	91-05-16	मे० सिखार्य इंडस्ट्रीज खसरा नं० 106/7 शा. पृथकली, दिल्ली-110041	ट्रेपेगे के साथ प्रयुक्त बरलू गैस चूल्हा आईएम: 11480--1985
21.	2241032	91-05-16	मे० मोनाक इंजीनियर्स, 110 न्यू ओबला हा. काम्प्लेक्स, केज-नई दिल्ली-110020	गम हुआ वाले पत्थर, 2 किबा, 230 वा. एसी क्षेणी ई रोधन सहित आईएम: 4283--1983
22.	2241133	91-05-16	मे० बालाजी सीमेंट प्रा. लि., प्लॉट नं० ई-93, एमआईडीसी पोबा नं० 526, शोलापुर-413006	एम्बेस्टस सीमेंट के दाब पाइप के प्रयोग हेतु धलस हां मकन वाले हलवा लोहे के ओड़ आईएम: 8794--1988
23.	2241234	91-05-16	मे० मैम इन्जिनियरिंग प्रा. लि., ए-23/बी लेन नं० 4, इंडस्ट्रियल एरिया, पानतव पवैत, मई दिल्ली-110005	एक फेजी, छोटी एसी मोटर, 9काट, मेडेड ध्रुव (कैन इयूटी) और 60 से 120वां मधारिख स्टार्ट और रन (कैन इयूटी) क्षेणी ई रोधन सहित आईएम: 996--1979
24.	2241335	91-05-16	मे० वार्डकिंग इंडस्ट्रीज, यूनिट नं० 7 और 12 एसी टाइप, प्राइवेट इंड एस्टेट, कोयम्बतूर-641021	कृषि प्रयोगों के लिए साफ, ताजे, ठंडे पानी हेतु मोनोसेट पम्प टाईप एमपीआई साइज 50 x 40 मिमी आईएम: 9079--1979
25.	2241436	91-05-16	मे० इंडीगरेटेड इंजी. इंड., 19 बीके रोड पोलाभेड, कोयम्बतूर-641004	एक फेजी छोटी एसी मोटर 0.18 किबा मधारिख स्टार्ट और प्रेरण रन और 0.37 मधारिख स्टार्ट और क्षेणी ई रोधन सहित आई एम: 996-1979
26.	2241537	91-05-16	मे० स्टारलिट रबड़ इंडस्ट्रीज, नरेनगड़ रोड, अम्बाला शहर-134007	ट्रेपेगे के साथ प्रयुक्त नम्य रबड़ की नली व्यास 6.4 मिमी केवल आईएम: 10908--1984
27.	2241638	91-05-16	मे० पटेल इंजीनियरिंग हाइवे रोड, ऊंझा (गुजरात)-384170	नुकीले दांतेदार मिलिडर टाईप, पानादेशार भरण तब सहित पावर पेयर (500 से 720 अग्रमि), 15 अग्र रेडिंग आईएम: 9020--1979
28.	2241739	91-05-16	मे० मानव टेक्नोलॉजी प्रा. लि., 5.2 किमी आ. इधली, देहरादून रोड, महरानपुर	ट्रेपेगे के साथ प्रयुक्त नम्य रबड़ की नली व्यास 6.4 मिमी केवल आईएम: 10908--1984
29.	2241840	91-05-16	मे० फरीदाबाद इन्फ्रस्ट्रक्चर, ए-60, सेक्टर-2, फरीदाबाद-121006	इंजर्न कूलर हेतु पम्पसेट, उठाव ऊंचाई 1 मोटर क्षेणी ई रोधन सहित आई एम: 11951--1987
30.	2241941	91-05-16	मे० श्री गौरी शंकर केवल इंडस्ट्रीज, काला काला (प्रा) सिंगीरॉजम्बाडाला, कलसा मण्डल जि. श्रीगङ्गाधर	जिरागरि प्रेषण हेतु एन्युमोनियम के लड़दार चालक आई एम 398 (भाग 1)--1976

(1)	(2)	(3)	(4)	(5)
31. 2242034	91-05-16	मै. एसोरिटी इलेक्ट्रिकल इंडस्ट्रीज, बी-7 एपी इंडस्ट्रीयल एस्टेट, सेट्टीपल्ली, डा., तिरुपति (घा.प्र.)-517506	शिरोपरि प्रेषण हेतु जस्तीकृत इस्पात प्रबलित एल्युमीनियम बालक आईएस: 398 (भाग 2)---1976	
32. 2242135	91-05-16	मै. एमए टूल रूम प्लाट नं. 4, न्यू भोदनुडो, विक्रमाबाद-500003	गहराई पानी निकालने के ड्रंपम आईएस: 9301---1984	
33. 2242236	91-05-16	मै. प्रीमियर इंडस्ट्रीज, सी-18, इंड. एस्टेट, सनाथनगर, हैदराबाद-500018	शिरोपरि प्रेषण हेतु एल्युमीनियम के लव्हांग बालक आईएस: 398 (भाग 1)---1976	
34. 2242337	91-05-16	मै. महेश उद्योग, के-18, एमआईडीसी इंड. एस्टेट, हिंगना रोड, नागपुर-440016	1100 बो तक कार्यकारी बोल्डता के लिए पीबीसी रोधित, लेबल, खोलवार और छोलरहित आईएस: 694---1977	
35. 2242438	91-05-16	मै. उदयपुर सज्जकल, बीआईसी इंड. एरिया, सुखेर, उदयपुर-313001	जिक आक्साइड, स्वतः आसंजी प्लास्टर, आईएस: 4717---1980	
36. 2242539	91-05-16	मै. मीलाचल प्लास्टिक्स प्रा. लि., प्लाट नं. 1ए, चंदाका न्यूक्लियस कॉम्प्लेक्स, सेक्टर बी, पाटिया, भुवनेश्वर-751031	पेय जल आपूर्ति हेतु ग्रीपीसी पाइप, श्रेणी 2, साइज 63 मिमी से 180 मिमी तक (सादे गिरे वाले तक) आईएस: 4985---1988	
37. 2242640	91-05-16	मै. जैन साइमंटिक ग्लास वर्क्स, सिविल अस्पताल के पास, 2580 धार्मिक निवास, ज्ञानमार्ग, बम्बाला छावनी-133001	एक चिह्न लगा आयतनी प्लास्क टाइप 2, श्रेणी 1, सांकेतिक धारिता 25 से 25से 3 केवल आईएस: 915---1975	
38. 2242741	91-05-16	मै. गायत्री एस्टराईजेज, ओ-1 यू पी एस चर्नईसी, साइड-बी, सूरजपुर डा० गाजियाबाद	टंगस्टन तंतु का सामान्य सेवा बल्य, 60 वा 240 बो कुंडलित कुडली, बी-22डी टोपी सहित आईएस: 418---1978	
39. 2242842	91-05-16	मै. ईएन शांति इजीनियरिंग वर्क्स नं. 1, आयर हास्पिटल रोड, सिची रोड, कोयम्बतूर-641005	रूपि प्रयोजनों हेतु मोनोसेट पम्प टाइप एसएसआई 65×10 मिमी साइज टाइप एसएसएम 2, 75×65 मिमी साइज आईएस: 9079---1989	
40. 2242943	91-05-16	मै. स्टीलएज इंडस्ट्रीज प्रा. लि. (मिनीमेक्स डिवी.) प्लाट नं. 98-बी (नार्थ फेज), बम्बालूर इंडस्ट्रीयल एस्टेट, मन्नार-600098	सुबाह अग्निशामक कार्बनडाइआक्साइड टाइप, 3 किग्रा से 4.5 किग्रा धारिता आईएस: 2878---1988	
41. 2243036	91-05-16	मै. विवेक रिरोरिंग मिल्स, प्रा. सलामी फलमोह रोड, मंडी गोबन्दगढ़-147301	उच्चतम इस्पात शेड एकई 415 साइज 8 से 25 मिमी तक आईएस: 1786---1986	
42. 2243137	91-05-16	मै. प्रताप स्टील्स लि. 21/3 मयुरा रोड फरोदाबाद - 121004	मंरवना इस्पात (साधारण किस्म) में बेल्डन हेतु ठले बिलेट इंगट आईएस: 6915-1978	
43. 2243238	91-05-16	मै. फरीदाबाद इलेक्ट्रिकल्स बी-60, सेक्टर 11, फरीदाबाद-121006	एक फेजी छोटो एसी मीटर, फैन ड्यूटो 230 वो, 50 हर्ट्ज संधारित्र और स्टार्ट रन, 106वा, श्रेणी ई रोधन डेजर्ट क्लर प्रयोग हेतु आईएस: 996 - 1979	
44. 2243339	91-05-16	मै. फौलकान गल्फ बिरेमिक्स लि., प्लाट नं. 223-226, मल्लय इंड. एरिया, अलवर (राज.) - 301030	कमंड (वाटर कर्नोसेट और म्वायलों हेतु धल्य रसर पसण की टंकिया (विट्रियल जाइना) 10 लिटर धारिता आईएस: 774-1984	
45. 2243440	91-05-16	मै. विधान इंडस्ट्रीज, 718 गुरुवारपेट, कवाडाकमल मल्ली, पुणे - 411042	पूर्ण हस्त बालित, मुरकम मंथ पेट पर बांधने वाला हावर क्षमता .0055 मिमी 3 केवल आईएस: 5135 (भाग 1) - 1974	
46. 2243541	91-05-16	मै. गोकुल लेम्प इंडस्ट्रीज, 8-176 फतेहपुर के पास, रेलवे लेन, हैदराबाद - 500018	टंगस्टन हेतु वाले सामान्य सेवा बल्य 25 से 100वा 230वो बी - 22डी टोपी सहित आईएस: 418 - 1978	



(1)	(2)	(3)	(4)	(5)
47. 2243647	91-05-16	मै० सिरिस इंडिया लि०, गुम्माडीहावा, नरमापुर तालुक, गिन्नाराम मंडल, मेडक जिला (झा. प्र.)	नोनोक्रोटोफास 30% एम एल फार्मूलेशन केवल आईएस : 8074 - 1983	
48. 2243745	91-05-16	मै. मोता वायर्स प्रा. लि., 269 - 395 उर्ला इंडस्ट्रियल एरिया, बिमगांव, रामपुर - 493221	सामान्य इंजनियरी प्रयोजनों हेतु मुकु इस्पात के तार सहजः ५.१० मिमी से ५.० मिमी तथा अनोपयोगित जस्तोक्त (अधिक लेपित) आईएस : 280 - 1976	
49. 2243844	91-05-16	मै. किसान कैमीकल्स, 41,66,67 और 103 इंड. एरिया,, फेज 2, चंडीगढ़	म्यूटोक्वोर 50% द्रव्यमानानुसार ईसी फार्मूलेशन केवल आईएस : 9356 - 1980	
50. 2243945	91-05-16	मै. चौधरी इंजी. वर्क्स, 90/1 पिलोबारो रोड, सिखाड़ी गेट, मेरठ - 250082	बायो गैस प्लांट आईएस : 8749 - 1989	
51. 2244038	91-06-01	मै. शंकर सीमेंट कं., 28वां निमी का पत्थर, दिल्ली मेरठ रोड, प्रा. कुहाई जिला गाजियाबाद	साधारण पोर्टलैंड सीमेंट, 33 ग्रेड आईएस : 269 - 1989	
52. 2244159	91-05-16	मै. एरो कैमीकल्स प्रा. इंडिया, डी - 10, एम आई डी सी, मसपुर, नासिक - 422002	एन्डोसल्कारन 35% द्रव्यमानानुसार ईसी फार्मूलेशन केवल आईएस : 4323 - 1980	
53. 2244240	91-05-16	मै. धरुणदत्त, नं. 77 टिनीसेक्टर, 1 मेन रोड, अम्बापुर, मद्रास - 600058	मुवाह्य अग्निशामकों के लिए रिफिल (भाग टाइप) आईएस : 5490 (भाग 2) - 1977	
54. 2244341	91-05-16	सुप्रीम कंटेनर्स लि., सेनाबाबा घाटाबिलोड जिला घार, म. प्र. 452773	गुण्य ताय हेतु इनेमल चढ़े गोल वैश्टन तार तांबा जालक वाले, मध्यम वर्गिंग, टाइप 1 और 2 आईएस : 4800 (भाग 5) - 1968	
55. 2244442	91-05-13	मै. हिन्दुस्तान मशीनरी कारपोरेशन, सैकपुर, गाजीपुर (उ. प्र.) - 233301	कृषि प्रयोजनों हेतु धपकेन्द्री पम्प के लिए तीन फेजो स्वि- चरिंग विद्युती प्रेरण मोटर, 3.7 फीवा, 415 वो 960 वर्षमि श्रेणी ए रोशन सहित आईएस : 7538 - 1975	
56. 2244543	91-06-01	मै. पी. जी. सीमेंट्स, रोड नं. 7, प्रेम नगर प्रा. एवं डा. पिपालिया कला, जिला पाली, मारवाड़ (राज.) 306307	साधारण पोर्टलैंड सीमेंट, 33 ग्रेड आईएस : 269 - 1989	
57. 2244644	91-06-01	मै. भारतीय कंक्रीट पाइप उद्योग, प्लाट नं. 7 से 20 तक इंड. एरिया, बलरामपुर, जिला गोंडा (उ. प्र.)	कंक्रीट पाइप एन ए 2 श्रेणी साइज 150 मिमी केवल आईएस : 458 - 1977	
58. 2244745	91-06-01	मै. शापें टूल्स, 9/10 सितारा रोड, कालपट्टी, कोयंबटूर - 641035	कृषि प्रयोजन हेतु मोनोसैट पम्प टाइप 65 एल - 3.7 साइज 75X65 आईएस : 9079 - 1979	
59. 2244846	91-06-01	मै० भारत मेटल इंडस्ट्रीज, 25/2 मवीन चण्ड बास रोड, बारानगर, कलकत्ता - 700090	गैर वायु स्टोव आईएस : 2980 - 1986	
60. 2244947	91-06-01	मै. सारथी स्प्रिंग्स, 558, हिन्दू नगर, कानपुर रोड, सीमा शूल्क चौकी के पास, लखनऊ	पाव छिड़काव यंत्र, शुद्धी टाइप (टाइप बी) कट प्राक युक्ति, छिड़कने वाले नयी टाइप बंड बां और स्विच और गुड टाइप मोडल आईएस : 3652 - 1982	
61. 2245050	91-06-01	मै. मेधातल फर्मे कैमीकल्स, 1 बो - 16 इंड. एरिया, सिकन्दराबाद, मुम्बई महानगर (उ. प्र.)	स्विक्नाफॉस 25% द्रव्यमानानुसार ईसी फार्मूलेशन आईएस : 8028 - 1987	

(1)	(2)	(3)	(4)	(5)
62. 2245141	91-06-01	मै. जिला जूट इंडस्ट्रीज लि., (यूनिट : बिरला जूट मिल) बिरलापुर डा. बिरलापुरम जि. 24 परगना (प. बं.)	पटसन टारपुलिन कपड़ा 407 ग्रामि <sup>2</sup> , 85×39 आईएस : 7407 (भाग 2) - 1980	
63. 2245242	91-06-01	मै. बिरला जूट इंडस्ट्रीज लि., (सूराह जूट मिल) 102 मस्केलिंग्स मैन-रोड, कलकत्ता - 700054	ए-टिबल पटसन के बोरे आईएस : 1943 - 1984	
64. 2245343	91-01-01	मै. हुगली मिल्स प्रोजेक्ट्स लि., (यूनिट - हेमध्व जूट मिल्स), डा. हाजीमगर जि. 24 परगना (प. बं.)	भारतीय हार्सपान 229 ग्रामि <sup>2</sup> 16% सम्पर्क रिगेन पर केवल आईएस : 2871 (भाग 2) - 1971	
65. 2245441	91-06-01	मै. मोदी इंडस्ट्रीज लि. (स्टील मेकन), मोदीनगर (यूपी) - 201204	पूर्ण प्रतिबलित कंक्रीट हेतु दातेवार तार आईएस : 6003-1983	
66. 2245545	91-06-01	मै. मोहना एंड हैकल लि., डा. शिलफाटा खोपोली जिला रायगढ़ (म. रा.) 410203	-बही-	
67. 2245646	91-06-01	मै. स्वदेशी टिन वार्स, प्लॉट नं. 135 और 137 मंडीला (मंडाना) कानपुर बेहान (उ. प्र.)	वनस्पति घोर खाद्य तेलों हेतु 15 किग्रा के चौकोर कनस्तर आईएस : 10325 - 1989	
68. 2245747	91-06-01	मै. स्टैंडर्ड इंडस्ट्रीज, 8-5 को-ऑप. इंड. एस्टेट बालानगर, हैवराबाद - 500037	18-लिटर के चौकोर कनस्तर आईएस : 916 - 1989	
69. 2245848	91-06-01	मै. श्री अथर्वसिंह जी स्टेशनरी इंडस्ट्रीज लि. स्टेशन रोड बाकनेर जि. राजकोट - 363622	कार्बन पेपर हाथ से लिखने वाले आईएस : 3450-1976	
70. 2245949	91-06-01	मै. श्रीराम होंडा पावर इक्विपमेंट लि., प्रा. डा. भोगवाड़ा बाया - नैनीताल (उ.प्र.) 263148	कृषि डिब्बावाय यंत्र और ऐसे ही उपयोग हेतु चार स्ट्रोक स्पर्क प्रज्वलन इंजन साइस जी. के. - 2000 आईएस : 7347-1974	
71. 2246042	91-06-01	मै. स्टैंडर्ड इंडस्ट्रीज एन कारपोरेट, प्लॉट - 21 सेक्टर 27ए फरोबाबाद - 121003	आधुनिक सुरक्षा ईलनेट, मध्यम साइज (540 से 590 मिमी किनारे और जोड़ी सहित) आईएस : 2925 - 1984	
72. 2246143	91-06-01	मै. श्री सनरनिह जी स्टेशनरी इंडस्ट्रीज लि., स्टेशन रोड बाकनेर जि. राजकोट - 363622	टाइपराइटर के लिए कार्बन पेपर आईएस : 1551-1976	
73. 2246244	91-06-01	मै. नार्दन मिनरल्स लि., दोनाबाद रोड मुर्गाबा (हरियाणा)	एड्रानित 50% इस्पात की पी आईएस : 12931 - 1990	
74. 2246345	91-06-01	मै. डेडा केबल्स (प्रा.) लि., केन्द्र इंड. एरिया डा. गोबिन्दपुर जि. धनबाद (बिहार)	4 फीट प्लॉट वाली नम्य केबल तीन फीट। असम्पत्ति तंत्र हेतु उपमा सहित आईएस : 1026 - 1984	
75. 2246446	91-06-01	मै. एनयुमीनियम इंडस्ट्रीज लि., न. 1 निरेमिक फास्ट्री रोड कुन्ना बिरलान (केरल) - 691501	पूर्वप्रतिबलित कंक्रीट के लिए अपेक्षित प्रतिबल मुक्त लड़ पत्रनाम 3 प्लॉट 3 मिमी आईएस : 6006-1983	
76. 2246547	91-06-01	मै. एमलगेटिड कैमोक्स प्रा. लि., जीएनटी रोड कारनोआई मद्रास - 600067	विद्युतवाहक 25 इंचकनामसुआर ईमी फामुलेजन केबल आईएस : 8028 - 1987	
77. 2246648	91-06-01	मै. मोहना एंड हैकल लि., डा. शिलफाटा, खोपोली, जि. रायगढ़ - 410203	पूर्व प्रतिबलित कंक्रीट हेतु प्रतिबल मुक्त अनपेक्षित लड़ पदनाम नाम 3 प्लॉट, 3 मिमी आईएस : 606 - 1983	
78. 2246749	91-06-01	-बही-	पूर्व प्रतिबलित कंक्रीट हेतु, सादा, कठोर कपित इस्पात तार (कपित तार) आईएस : 1785 (भाग 2) - 1983	

(1)	(2)	(3)	(4)	(5)
79. 2246850	91-06-01	मै. मोहता एंड ट्रेडिंग लि., डा. शिवफाटा जोषाजी, जि रायगढ़-410203	पूर्व प्रतियोगिता कंक्रीट हेतु भादा, कठोर कपित इस्पात- तार (कठिन तार) (ग्रन्थ कठिन तार के रूप में) (आई एस 1785 (भाग 1) - 1983	
80. 2246951	91-06-01	मै. मुद्रण स्टील रिप्लेसिंग मिल्स, 601 मोतीराम रोड, शाहदरा, दिल्ली - 110032	मरचना इस्पात (मानक किस्म) एलएस एंगल पदमा 35×35×5 से 65×65×5 आई एस : 226-1975	
81. 2247044	91-06-01	मै. प्रिंसीपल इलेक्ट्रिकल्स, गली नं. 134-131, भुनल मनीष इंडस्ट्रियल एरिया, नवधर, बसाई (पू) ठाणे	एक फेजी एसी मोटर के पंखों के साथ प्रयुक्त इलेक्ट्रिकल टाइप फैन रेगुलेटर, 250 वी ओर 250 वी तक आई एस : 1137 - 1984	
82. 2247145	91-06-01	मै. एलकोन इलेक्ट्रॉनिक्स प्रा. लि., 34-बी एम आई डी सी इंड एस्टेट, सातपुर नामिक - 422007	मोटर, संधारित्र, इलेक्ट्रोनाइटिक टाइप, 50 एसएफडी 175 एमएफडी, 230/275वी ड्यूटी साइकल 10/50 ओर एनोमेटिक संयंत्र 10/20/21 आई एस : 2993 - 1975	
83. 2247246	91-06-01	मै. कोलेक्सेरी इंजी. प्रा. लि., थम्मानिमेटाम, रामगलम, एनकुलम (केरल)	मरचना इस्पात (सहर के अतिरिक्त उत्पाद) की धातु आर्क वेल्डिंग हेतु ग्रुप 1, सामान्य अक्षवर्धन, वर्गीकरण ई 307441 और ई 307412 आई एस : 814 (भाग 1) - 1974	
84. 2247347	91-06-01	-वही-	मरचना इस्पात (सहर के अतिरिक्त उत्पाद) की धातु आर्क वेल्डिंग ग्रुप 1 सामान्य अक्षवर्धन, वर्गीकरण ई साइज 2 5 मिमी वर्गीकरण ई 307 और ई 317 आई एस : 814 (भाग 2) - 1974	
85. 2247448	91-06-01	मै. ब्रह्मपुत्र स्टील्स प्रा. लि., अमीतागांव, 1119 किमी एनएच 31 गुवाहाटी (असम) - 781031	मरचना इस्पात (मानक किस्म) ग्रेड 1 और 2 में वेल्डन हेतु इलेक्ट्रिकल इंगट आई एस : 6914 - 1978	
86. 2247549	91-06-01	मै. मिशन इंजीनियरिंग लि., चाकुंडी जि हुगली (प. बं.)	भूत इस्पात के पाइप, ई आर डब्ल्यू काला, सादा मिरे, शेणी हल्का, साइज 15 मिमी से 80 मिमी तक आई एस : 1239 (भाग 1) - 1979	

(सं. के. प्रवि 13 : 11)

एस. मुहम्मदगुल, अपर महाविदेशक

S.O. 2752 In pursuance of sub-regulation (5) of the Bureau of Indian Standards (Certification) Regulations, 1983, the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule.

## SCHEDULE

Sl. No.	CM/L- No.	Operative Date	Name & Address of the Party	Article/Process covered by the licence	IS: No/Part
1	2	3	4	5	6
1.	2239045	91-05-01	Mags Electricals (P) Ltd., A-23/8, Lane No. 4 Anand Parbat, New Delhi-110005	Evaporative Air Coolers (Desert coolers) capacity 2500 M3/H and 3000 M3/H	IS: 63315-74
2.	2239146	91-05-16	Bhotika Indl. Enterprise, 54/1, 'O' Road, Belgachia Howrah-8	Sand cast iron spigot and socket fittings	IS: 01729-79
3.	2239247	91-05-16	Unique Conductors, D-82, Road No. 7 VKI Area, Jaipur 302013	Aluminium conductors, galva- nized steel reinforced for over- head transmission purposes	IS 068398:76 Part: 02

1	2	3	4	5
4. 2239348	91-05-16	Unique conductors, D-82, Road No. 7, VKI Area, Jaipur 302013	Aluminium stranded conductors for overhead transmission purposes	IS 00398:76 Part: 01
5. 2239449	91-05-16	Bitumen products (India), 90 A, Biren Roy Road (East), Calcutta 700041	Industrial bitumen, Grade 85/25 and grade 90/15 only	IS 00702:88
6. 2239550	91-05-16	B.D. Khaitan & Co. Biren Roy Road (West) Mynagarh, Maheshtala, Distt. 24 Parganas (WB)	Carbaryl 50 % (M/M) WDPC only	IS 07121:73
7. 2239651	91-05-16	Naffar Chandra Jute Mills Ltd., Bhutnath Kolay Road, PO Kankinara, Distt. 24 Parganas (WB)	Jute sacking bags for packing cement.	IS 02580:82
8. 2239752	91-05-16	Harmilap Electric Co. C-68, Jagat Puri Main Road, Shahdara, Delhi-110051	100W and 60W, 230 V, coiled coil tungsten filament general service electric lamps with B-22 D Cap	IS 00418:78
9. 2239853	91-05-16	Pro-Seal Closures Pvt. Ltd., No. 51, Jigni Indl. Area, Anekal Taluk Bangalore Distt. 562106	Steel screwed closures for drums nom size 20 MM and 50 MM	IS 01784:84
10. 2239954	91-05-16	Vishvkarma Gymnastic G-75 Laxmi Nagar Delhi-110091	Pumpset for desert cooler with singlephase electric motor Class 'E' Insulation	IS 11951:87
11. 2240030	91-05-16	VIPCON C-22/A Indl. Estate Visakhapatnam (AP) 530007	Aluminium conductors galva- nized steel reinforced for over- head transmission purpose	IS 00398-76 Part: 02
12. 2240131	91-05-16	SIRIS India Ltd. Gummadidala Village. Medak Distt. Ginnaram Mandal, Narsapur Taluq (AP).	Butachler 50 % EC	IS 09356-80
13. 2240232	91-05-16	BAIF Dev. Research Foundation (Formerly the Bhartiya Agro- Industries Foundation) Uruli-Kanchan, Pune-412202	Mineral mixtures for supple- menting cattle feeds, type 1 and 2	IS 01664:81
14. 2240333	91-05-16	Kinjal Electricals Pvt. Ltd., PO Chikamber pur Giani Border, Sahibabad, Ghaziabad (UP)	Bayonet Lamp holders Insulat- ed, pendent type, designation B 22D	IS 01258-79

1	2	3	4	5
15. 2240434	91-05-16	Nagmmal Match Works, 2/40, Gurumoorthy Nacker Patti, Ambattur PO Sivakasi-626123	Safety Matches in Boxes	IS 02653:80
16. 2240535	91-05-16	The Associated Cement Companies Ltd., Madukkarai Cement Works Madukkarai PO Coimbatore-641105	High strength ordinary port- land cement, Grade 43	IS 08112:76
17. 2240636	91-05-16	Zinc Products 148, Sthalapakkam, Madras-600073	Zinc sulphate, Agricultural grade	IS 08249:76
18. 2240737	91-05-16	The Tudiyalur Co-op. Agricultural Services Ltd., Mettupalayam Road, Tudiyalur PO Coimbatore-641034	Guinalphos 25% EC	IS 08028:87
19. 2240838	91-05-16	Amees Seal Industries, Plot No. 237/2, Opp. Ambalal Estate, Capal Char Pasta Outside Cadila Lab N.H. Road, Ghodasar, Post Vatva Ahmedabad-380050	Sealing Wax, Grade 3 with shellac only	IS 00868:56
20. 2240939	91-05-16	Sidhartha Industries Khasra No. 106/17 Village Pooth Kalan Delhi-1100041	Domestic Griller for use with LPG	IS 11480:85
21. 2241032	91-05-16	Monarch Engineers 110, New Okhla Indl. Complex, Phase I, New Delhi-110020	Hot Air Fan, 2 KW, 230 V, AC with class 'E' Insulation	IS 04283:83
22. 2241133	91-05-16	Balaji Cement Products Pvt. Ltd., Plot No. F-93, MIDC, Post Box No. 526 Sholsapur (MS)-413006	Cast iron detachable joints for use with asbestos cement pres- sure Pipes	IS 08794:88
23. 2241234	91-05-16	Mega Electricals Pvt. Ltd., A-23/B, Lane No. 4 Industrial Area, Anand Parbat New Delhi-110005	Single phase small A.C motors, 9 Watt, shaded pole (fan duty) and 60 to 150 W capacitor start and run (fan duty) with class 'E' insulation	IS 00996:79
24. 2241333	91-05-16	Viking Industries, Unit Nos 7 & 12 AC Type Private Indl. Estate, Coimbatore-641021	Monoset pumps for clear, cold water for agricultural purposes Type MPI, size 50×40 MM	IS 09079:89

1	2	3	4	5	6
25. 2241436	91-05-16	Integrated Engg. Inds. 19, V.K. Road Peelamedu Coimbatore-641004	Single phase small AC Motors, 0.18 KW, capacitor start and Induction run and 0.37 KW capacitor start and run with class 'E' Insulation	IS 00996:79	
26. 2241537	91-05-16	Starlit Rubber Industries, Naraingarh Road, Ambala City-134007	Flexible rubber tubing for LPG, inside diameter 6.4 MM only	IS 10908:84	
27. 2241638	91-05-16	Patel's Engineering, Highway Road, Unjha (Gujarat)-384170	Spike-Toothed cylinder type with chute feeding system power thresher (500 to 720 RPM) 15 HP Rating only	IS 09020:79	
28. 2241739	91-05-16	Manav Technology Pvt. Ltd., 5.2 KM, Village Doodhli Dehradun Road, Saharanpur	Flexible rubber tubing for LPG, nominal bore size 6.4 mm only	IS 10908:84	
29. 2241840	91-05-16	Faridabad Electricals, A-60, Sector II Faridabad-121006	Pumpsets for desert coolers hav- ing lifting height upto 1 M, Class 'E' Insulation	IS 11951:87	
30. 2241941	91-05-16	Sri Gowri Sankar Cable Industries, K.M. Valasa (Village) Regidi Amadala Valasa Mandalam, Distt. Srikakulam (AP) 532440	Aluminium stranded conductors for overhead transmission purposes	IS 00398:76 Part:01	
31. 2242034	91-05-16	Essortec Electrical Industries D-7, A.P. Indl. Estate Settipalli PO Tirupati (AP)-517506	Aluminium conductors, galva- nized steel reinforced for overhead transmission purposes	IS 00398-76 Part:02	
32. 2242135	91-05-16	M.A. Tool Room Plot No. 4 New Bhoigude Secunderabad-500003	Deepwell Handpumps	IS 09301-84	
33. 2242236	91-05-16	Premier Industries, C-18, Indl. Estate, Sanathnagar, Hyderabad-503018	Aluminium stranded conductors for overhead transmission purposes	IS 00398:76 Part-01	
34. 2242337	91-05-16	Mahesh Udyog, K-18, MIDC Indl. Estate, Hingna Road, Nagpur 440016	PVC insulated cables for work- ing voltages upto and includ- ing 1100V, sheathed and unsheathed with aluminium and copper conductors	IS 00694-77	
35. 224248	91-05-16	Udaipur Surgicals DIC Indl. Area Sukher Udaipur-313001	Zinc Oxide self-adhesive Plaster	IS 104717:80	
36. 2242539	91-05-16	Neelachal Plastics Pvt. Ltd., Plot No. 1A Chandaka Nucleus Complex Sector B, Patia Bhubaneswar-751031	UPVC Pipes for Potable water Supplies for Class 2, Size 63MM to 180 MM (Plain Ended)	IS 04985:88	

1	2	3	4	5	6
37. 2242640	91-05-16	Jain Scientific Glass Works Near Civil Hospital 2580, Anand Niwas Gyan Marg Ambala Cantt.-133001	One Mark Volumetric Flask. Type 2, Class A Nominal Capacities, 25 to 250 CM3 only	IS 00915 : 75	
38. 2242741	91-05-16	Gayatri Enterprises G-1, UPSIDC' Site B Surajpur PO Tilpata Distt. Ghaziabad	Tungsten Filament General Service Electric Lamps of 60W, 230V; 1000W, 230V, Coiled Coil with B-22 CAP	IS 00418 : 78	
39. 2242842	91-05-16	EN Shanthi Engineering Works No. 1, Iyer Hospital Road Trichy Road Singanallur Coimbatore-641005	Monoset Pumps for Agricultural Purposes of Type Ass1, 65 x 50 MM Size, Type ASS2, 75 x 65 mm size	IS 09079 : 89	
40. 2242943	91-05-16	Steelage Industries Ltd., (Minimax Division) Plot No. 98-B (North Phase) Ambattur Industrial Estate Madras-600098	Portable Fire Extinguisher Co2 Type of 3 KG & 4.5 KG Capacity	IS 02878 : 86	
41. 2243036	91-05-16	Vivek Re-rolling Mills Village Salani Amloh Road, Mandi Gobindgarh-147301	HSD Steel Bars of Grade Fe 415 Sizes 8 MM to 25 MM	IS 01786:85	
42. 2243137	91-05-16	Partap Steels Ltd. 21/3, Mathura Road. Faridabad-121004	Cast Billet Ingots (Ordinary Quality) for Rolling into Structural Steel, Grade 1 and 2.	IS 06915 : 78	
43. 2243238	91-05-16	Faridabad Electricals B-60, Sector II Faridabad-121006	Single Phase Small AC Motors Fan Duty, 230V, 50HZ, Capacitor Start and Run, 106W. Class 'E' Insulation, for use in Desert Cooler	IS 00996 : 79	
44. 2243339	91-05-16	Falcon Gulf Ceramics Ltd. Plot No. 223-226 Msatya Indl. Area Alwar (Rajasthan)-301030	Low Level Flushing Cisterns (Vitreous China), 10 Litre Capacity for water Closings and Urinals	IS 00774 : 84	
45. 2243440	91-05-16	Diwane Industries 718, Guruwar Peth Khadakmal Ali Pune-411042	Hand Rotary Duster, Belly Mounded Type, Hopper capacity 0.0055 M3 only	IS 05135 : 74 Part : 01	
46. 2243541	91-05-16	Gokul Lamp Industries 8-176, Near Fathenagar Rly Gate Hyderabad-500018	Tungsten Filament General Service Electric Lamps, 25 to 100W, 230V with B-22 Caps	IS 00418 : 78	
47. 2243642	91-05-16	Sirsi India Ltd., Gummadidala Village Narsapur Taluk Ginnaram Mandal Medak Distt. (AP).	Monocrotohos 36% S.L. Formulation only	IS 08074 : 83	
48. 2243743	91-05-16	Sona Wires Pvt. Ltd. 269-305, Urla Indl. Area PO Bingaon Raipur-493221	Mild Steel wire for General Engg. Purposes, size 0.90 mm upto and Including 5.0 mm, Annealed, Galvanized (Heavy Coated)	IS 00280 : 78	

1	2	3	4	5	6
49. 2243844	91-05-16	Kisan Chemicals 41, 66, 67 & 103 Indl. Area, Phase-II Chandigarh	Butachlor 50% (M/M) EC Formulation only	IS 09356 : 86	
50. 2243945	91-05-16	Chaudhary Engg. Works 90/1, Pilokhari Road Lisari Gate Meerut-250002	Bio GAS Stoves	IS 08749 : 88	
51. 2244038	91-06-01	Shanker Cement Co. 28th KM Stone Delhi Meerut Road. Village Duhai Distt. Ghaziabad.	Ordinary Portland Cement 33 Grade	IS 00269 : 89	
52. 2244139	91-05-16	Agro Chemicals of India D-10, MIDC, Satpur Nasik-422002	Endosulfan 35% (M/M) EC Formulation only	IS 04323 : 80	
53. 2244240	91-05-16	Varundooth No. 77, Tiny Sector I Main Road Ambattur Madras-600058.	Refills for Portable Fire Extinguishers (Foam Type)	IS 05490 : 77 Part : 02	
54. 2244341	91-05-16	Supreme Conductors Ltd Village Sejavaya Ghatabillod Distt. Dhar (MP) 452773	Enamelled Round winding wires for Elevated Temperatures with Copper Conductor for Medium Covering, Type 1 and 2	IS 04800 : 68 Part : 05	
55. 2244442	91-05-16	Hindustan Machinery Corpn. 495, Saidpur Ghazipur (UP)-233304	Three-Phase Squirrel Cage Induction Motor for Centrifugal Pump for Agricultural Application, 3.7 KW, 415V, 960 RPM with Class 'A' Insulation	IS 07538 : 75	
56. 2244543	91-06-01	P.G. Cements Shade No. 7 Prem Nagar PO & Village Pipalai-Kalan Distt. Pali Marwar (Raj.) 306307	Ordinary Portland Cement 33 Grade	IS 00269 : 89	
57. 2244644	91-06-01	Bhartiya Concrete Pipe Udyog Plot No. 7 to 20 Indl. Area Balram Pur Distt. Gonda (UP)	Concrete Pipes NP2 Class. Size 150 mm only	IS 00458 : 71	
58. 2244745	91-06-01	Sharp Tools 9/10, Sitra Road Kalpatti Coimbatore-641035	Monoset Pumps for Agricultural Purpose, Type 65 L-3.7, Size 75 x 65 mm	IS 09079 : 79	
59. 2244846	91-06-01	Bharat Metal Industries 25/2, Nabin Chandra Dass Road Baranagar Calcutta-700090	Non-Pressure Stoves	IS 02980 : 86	
60. 2244947	91-06-01	Sarbahi Sprayers 558, Hindi Nagar Kanpur Rd. Near Octroi Post Lucknow	Foot Sprayer with Knob Type (Type B) Cut off Device, Sprary Lance of Type Band B1 and swirl & Cone Type Nozzle	IS 03652 : 82	
61. 2245040	91-06-01	National Farm Chemicals B-16, Indl. Area Sikandrabad Distt. Bulandshahr (UP)	Quinalphos 25% (M/M) EC Formulation	IS 08028 : 87	



1	2	3	4	5
62. 2245141	91-06-01	Birla Jute & Industries Ltd. (Unit : Birla Jute Mills) Birlapur PO-Birlapur Dist. 24 Parganas (WB)	Jute Tarpaulin Fabric. 407G/M SQ, 85×39	IS 07407 : 80 Part : 02
63. 2245242	91-06-01	Birla Jute & Industries Ltd., (Unit: Soorah Jute Mills) 102, Narkeldanga Main Road Calcutta-700054.	A-Twill Jute Bags	IS 01943 : 64
64. 2245343	91-06-01	Hooghly Mills Projects Ltd. (Unit Hukumchand Jute Mills) PO Hazinagar Distt. 24 Parganas (WB)	Indian Hessian, 229 G/M SQ At 16% Contract F gain Only	IS 02818 : 71 Part : 02
65. 2245444	91-06-01	Modi Industries Ltd., (Steel Section) Modi Nagar (UP)-201204	Indented wire for Prestressed Concrete	IS 06003 : 83
66. 2245545	91-06-01	Mohatta & Heckal Ltd. PO Shilphata, Khopoli Distt. Raigad (MS)-410203	Indented wire for Prestressed Concrete	IS : 06003 : 83
67. 2245646	91-06-01	Swadeshi Tin Wares Plot Nos. 135 & 137 Sandila (Mandhana) Kanpur Dehat (UP)	15 KG Square Tins for Packing Vanaspati & Edible Oils	IS 10325 : 89
68. 2245747	91-06-01	Standard Industries. 8-5, Co-op., Indl. Estate Balanagar, Hyderabad 500037	18 Litre Square Tins	IS 00916 : 89
69. 2245848	91-06-01	Shri Amarsinhji Stationery Industries Ltd. Station Road Wankaner Distt. Rajkot 363622	Carbon Papers, Hand Writing Grade A and B only	IS 034450 : 76
70. 2245949	91-06-01	Shriram Honda Power Equipment Ltd. Village & PO Bhiswara Via Kicha Distt. Nainital (UP) 263148	Four Stroke Spark Ignition Engine for Agricultural Sprayers and Similar applications Model GK-2000	IS 07347 : 74
71. 2246042	91-06-01	Studds & Norton Incorporated Plot No. 21 Sector 27A Faridabad 121003	Industrial Safety Helmets, Medium size (540 to 590 MM) with Brim and Peak	IS 02925 : 84
72. 2246143	91-06-01	Shri Amarsinhji Stationery Industries Ltd. Station Road Wankaner Distt. Rajkot (Gujarat) 363622	Carbon Papers for typewriter Grade 3 only	IS 01551 : 76
73. 2246244	91-06-01	Northern Minerals Ltd. Dautabad Road Gurgaon (Haryana)	Atrazine 50% WP	IS 12931 : 90
74. 2246345	91-06-01	Data Cables Pvt. Ltd. Kandra Indl. Area PO Govindpur Distt. Dhanbad (Bihar)	Four core pliable armoured Flexible Cables for carthed 3-Phase System with Heat Resisting Elastomeric insulation	IS 01026 : 84

1	2	3	4	5	6
75. 2246446	91-06-01	Aluminium Industries Ltd. No. 1, Ceramic Factory Road Kundara Quilon (Kerala) 691501	Uncoated Stress Relieved strand for Prestressed Concrete, Designation 3-Ply 3 mm.	IS 06006 : 83	
76. 2246547	91-06-01	Amalgamated Chemicals Pvt. Ltd. G.N.T. Road Karanodai Madras 600067	Quinalphos 25% (M/M) EC Formulation only	IS 08028 : 87	
77. 2246648	91-06-01	Mohatta & Heckal Ltd. PO Shilphata, Khopoli Distt. Raigad 410203	Uncoated Stress Relieved strand for Prestressed Concrete, Designation & 3 Ply, 3 mm	IS : 06006 : 83	
78. 2246749	91-06-01	Mohatta & Heckal Ltd. PO Shilphata, Khopoli Distt. Raigad 410203	Plain hard drawn Steel wire for prestressed concrete (As—Darwn wire)	IS 01785 : 83 Part : 02	
79. 2246850	91-06-01	Mohatta & Heckal Ltd. PO Shilphata, Khopoli Distt. Raigad 410203	Plain hard drawn steel wires for prestressed concrete (cold drawn stress relieved wire)	IS 01785 : 83 Part : 01	
80. 2246951	01-06-01	Sudershan Steel Rolling Mills 601, Moti Ram Road Shahdara Delhi 110032	Structural Steel (Standard Quality) M.S. Angle Designation 35×35×5 upto and including 65×65×5	IS 00226 : 75	
81. 2247044	91-06-01	Precision Electricals Gala 134-134, Ground Floor Manish Indl. Estate Navghar, Near Vasai (E) Distt. Thane	Electronic type Fan Regulators for use with single phase AC Fans, 250 W and voltage upto 250V	IS 11037 : 84	
82. 2247145	91-06-01	Alcon Electronics Pvt. Ltd. 34-B, MIDC Indl. Estate Satpur Nasik 422007	Motor Capacitors, Electrolytic Type, 50 MFD and 175 MFD 230/275V, Duty Cycle 10/50 and Elimatic Category 10/70/21	IS 02993 : 75	
83. 2247246	91-06-01	Kolencherry Engg. Pvt. Ltd. Thammanimattom Ramamangalam Ernakulam (Kerala) 686663	Metal arc welding of structural steel (for welding products other than sheets) Group I, Normal Penetration, Classification—E-307441 and E-307412	IS 00814 : 74 Part : 01	
84. 2247347	91-06-01	Kalencherry Engineering Pvt. Ltd. Thammanimattom Ramamangalam Ernakulam (Kerala) 686663	Covered Electrodes for Metal arc welding of structural steel for welding sheets, Group I (Normal Penetration) Size 2.5mm Classification E-307 and E-317	IS 00814 : 74 Part : 02	
85. 2247448	19-06-01	Brahmaputra Steel Pvt. Ltd. Aminsaoon, 1119 KM N.H. 31 Guwahati (Assam) 781031	Cast Billet Ingots for rolling into structural steel, grade 1 and 2 (Standard Quality)	IS 06914 : 78	
86. 2247549	91-06-01	Nezone Engineering Ltd. Chakundi, Dankuni Distt. Hooghly (WB)	Mild Steel Tubes, ERW, Black plain ends, light class, size 15 mm upto and including 80 MM NB	IS 01239 : 79 Part : 01	

## कोयला मंत्रालय

नई दिल्ली, 9 अक्टूबर, 1991

का. आ. 2753.—केन्द्रीय सरकार ने कोयला-धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) के अधीन भारत के राजपत्र, भाग II, खंड 3, उपखंड (ii), तारीख 30 दिसम्बर, 1989 में प्रकाशित भारत सरकार के ऊर्जा मंत्रालय, कोयला विभाग की अधिसूचना का.आ.सं. 3238 तारीख 13 दिसम्बर, 1989 द्वारा उन अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिश्रेत की भूमि में जिसका माप 200.209 हैक्टर (लगभग) या 494.72 एकड़ (लगभग) है, कोयले का पूर्वोक्षण करने के अपने आशय की सूचना दी थी :

और केन्द्रीय सरकार का यह समाधान हो गया है कि उक्त भूमि के भाग में कोयला अभिप्राप्त है।

यतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उससे संलग्न अनुसूची में वर्णित 200.209 हैक्टर (लगभग) या 494.72 एकड़ (लगभग) माप की भूमि में खनिजों के खनन, खदान, खोर करने, इनकी खुदाई करने और उन्हें तलाश करने हैं, उन्हें प्राप्त करने, उन पर कार्य करने और उन्हें ले जाने के अधिकारों का अर्जन करने के अपने आशय की सूचना देती है।

टिप्पण :—1 इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक सं. एस.ई.सी.एल./बी एस पी/ए.सी.एम.ई./एल.ई.आर./भूमि/88 तारीख 9 मार्च, 1991 का निरीक्षण, कलक्टर सरगुजा (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, काउन्सिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लि. (राजस्व अनुभाग), सीपत रोड, विनासपुर-495001 (मध्य प्रदेश) के कार्यालय में किया जा सकता है।

टिप्पण 2 :—पूर्वोक्त अधिनियम की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबंध हैं :—

“8 अर्जन के प्रति आपत्तियाँ—

(1) कोई व्यक्ति जो किसी भूमि में जिसकी वास्तव धारा 7 के अधीन अधिसूचना निकाली गई है, हितबद्ध है, अधिसूचना के निकाले जाने से तीन दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग-या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किये जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण—इस धारा के अर्थानुसार यह आपत्ति नहीं मानी जाएगी कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन संक्रियाएं करना चाहता है और ऐसी संक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।

(2) उपधारा (1) के अधीन प्रत्येक आपत्ति सक्षम प्राधिकारी को लिखित रूप में की जाएगी और सक्षम प्राधिकारी आपत्तिकर्ता को स्वयं मुत्ते जाने का या विधि व्यवसायी द्वारा मुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जांच, यदि कोई हो, करने के पश्चात् गो वह आवश्यक समझता है वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्रवाई के अभिलेख सहित विभिन्न रिपोर्टें केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

(3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होता यदि भूमि या किसी ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जन कर लिए जाते हैं।

टिप्पण 3 : केन्द्रीय सरकार ने कोयला नियंत्रक, 1, काउन्सिल हाउस स्ट्रीट, कलकत्ता को उक्त अधिनियम के अधीन सक्षम प्राधिकारी नियुक्त किया है।

## अनुसूची

कटकौना कोयला खान

बैकुण्ठपुर क्षेत्र, जिला सरगुजा (मध्य प्रदेश)

(रेखांक सं. एम.ई.सी.एल., बी.एम.पी./ए.सी.एम.ई./एल.ई./आर.भूमि/88 तारीख 9 मार्च, 1991—अर्जन के लिए अधिसूचित भूमि को दर्शाने हेतु)

खनन अधिकार

वन भूमि

क्रम वन प्रकोष्ठ सं. सं.	रेंज	प्रभाग	क्षेत्र हेक्टरों में	टिप्पणियां
1. 214	सूरजपुर	दक्षिण सरगुजा	30.272	भाग
2. 214	सूरजपुर	दक्षिण सरगुजा	29.767	भाग
3. 215	सूरजपुर	दक्षिण सरगुजा	90.371	भाग
4. 216	सूरजपुर	दक्षिण सरगुजा	15.343	भाग
5. 473	बैकुण्ठपुर	कोरिया	18.430	भाग
6. 479	बैकुण्ठपुर	कोरिया	06.440	भाग
7. 480	बैकुण्ठपुर	कोरिया	09.586	भाग

योग = 200.209 हेक्टर (लगभग)

या

494.720 एकड़ (लगभग)

## सीमा वर्णन

क-ख रेखा कोरिया वन प्रभाग में बिन्दु "क" से आरम्भ होती है और वन प्रकोष्ठ सं. 480 से होकर गुजरती है फिर वन प्रकोष्ठ संख्यांक 13, 214, 216 से होकर दक्षिण सरगुजा प्रभाग में आगे बढ़ती है और बिन्दु "ख" पर मिलती है।

ख-ग रेखा वन प्रकोष्ठ संख्यांक 216, 215 से होकर गुजरती है फिर वन प्रकोष्ठ संख्या 473 से गजरकर कोरिया वन प्रभाग में आगे बढ़ती है और बिन्दु "ग" पर मिलती है।

ग-घ-क रेखा वन प्रकोष्ठ संख्यांक 473, 479, 480 से होकर गजरती है और आरंभिक बिन्दु "क" पर मिलती है।

[फा.सं. 43015/18/89-एच.एम.इ.डब्ल्यू]

## MINISTRY OF COAL

New Delhi, the 9th October, 1991

S.O. 2753.—Whereas by the notification of the Government of India in the Ministry of Energy, Department of Coal, S.O. No. 3238 dated the 13th December, 1989 under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), and published in the Gazette of India, in Part-II, Section 3, sub-Section (ii) dated the 30th December, 1989, the Central Government gave notice of its intention to prospect for coal in 200.209 hectares (approximately) or 494.72 acres (approximately) of the lands in locality specified in the schedule annexed to that notification.

And whereas the Central Government is satisfied that coal is obtainable in a part of the said lands;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire

the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 200.209 hectares (approximately) or 494.72 acres (approximately) described in the schedule appended hereto.

Note 1—The plans bearing No. SECI/BSP/ACME/LER/Land/88 dated the 9th March, 1991 of the area covered by this notification may be inspected in the office of the Collector, Surguja (Madhya Pradesh) or in the office of the Coal Controller, 1 Council House Street, Calcutta, or in the office of the South Eastern Coalfields Limited (Revenue Section), Seemal Road, Bilaspur 495001 (Madhya Pradesh).

Note 2—Attention is hereby invited to the provisions of section 8 of the aforesaid Act, which provides as follows:

## OBJECTIONS TO ACQUISITION:

"(8)(1) Any person interested in any land in respect of which a notification under section 7 has been

issued may within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land.

if any, as he thinks necessary, either makes a report in respect of the land which has been notified under sub-section (1) of section 7 or of rights in or over such land, or makes different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of the proceedings held by him for the decision of that Government.

#### EXPLANATION :

It shall not be in objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the production of coal and that such operations should not be undertaken by the Central Government or by any other person.

(2) Every objection under sub-section (1) shall be made to the Competent Authority in writing and the Competent Authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further enquiry,

(3) For the purpose of this section a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act.

Note 3—The Coal Controller, 1 Council House Street, Calcutta has been appointed by the Central Government as the Competent Authority under the Act."

### SCHEDULE KATKONA COLLIERY BAIKUNTHPUR AREA DISTRICT—SURGUJA (MADHYA PRADESH)

Mining Rights  
Forest Land

(Plan No. SECL/BSP/ACME/LER/Land/88 dated 9th March, 1991, showing land notified for acquisition).

Sl. No.	Forest Compartment Number	Range	Division	Area in hectares	Remarks
1.	213	Surajpur	South Surguja	30.272	Part.
2.	214	Surajpur	South Surguja	29.767	Part.
3.	215	Surajpur	South Surguja	90.371	Part.
4.	216	Surajpur	South Surguja	15.343	Part.
5.	473	Baikunthpur	Korea	18.430	Part.
6.	479	Baikunthpur	Korea	06.440	Part.
7.	480	Baikunthpur	Korea	09.586	Part.

Total : 200.209 Hectares (approximately)

OR

494.720 Acres (approximately)

#### BOUNDARY DESCRIPTION :

A—B	Line starts from point 'A' in Korea Forest Division and passes through forest compartment number 480 then proceeds in south Surguja Division through forest proceeds in south Surguja Division through forest compartment numbers 213, 214, 216 and meets at point 'B'.
B—C	Line passes through forest compartment number 216, 215 then proceeds in Korea forest division through forest compartment number 473 and meets at point 'C'.
C—D—A	Line passes through forest compartment number 473, 479, 480 and meets at the starting point 'A'.

[No. 43015/18/89—LSW]

अविश

का.प्रा. 2754.—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उपधारा (1) के अधीन जारी की गई भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 14 अप्रैल, 1990 में भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना सं. का.प्रा. 1002, तारीख 13 मार्च, 1990 के प्रकाशन पर, उक्त अधिसूचना के उपाबद्ध अनुसूची में वर्णित भूमि और ऐसी भूमि में या उस पर अधिकार (जिन्हें इसमें इसके पश्चात् उक्त भूमि कहा गया है) उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन सभी विल्लंगों से मुक्त केन्द्रीय सरकार में स्वायत्तिक रूप से निहित हो गए थे;

और केन्द्रीय सरकार का यह समाधान हो गया है कि साउथ ईस्टर्न कोलफील्ड्स लिमिटेड, बिलासपुर (मध्य प्रदेश) जिसे इसमें इसके पश्चात् सरकारी कंपनी कहा गया है) ऐसे निबंधनों और शर्तों का अनुपालन करने के लिए राजमंद है जो केन्द्रीय सरकार इस निमित्त अधिनियमित करता ठीक समझे;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि इस प्रकार निहित उक्त भूमि और अधिकार, 14 अप्रैल, 1990 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने के बजाए, सरकारी कंपनी में निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए निहित हो जाएंगे, अर्थात् :—

- (1) सरकारी कंपनी उक्त अधिनियम के उपबंधों के अधीन यथा अवधारित प्रतिकर, ब्याज, नुकसानी और वसूली ही अन्य बातों के बारे में किए गए सभी संवायों की केन्द्रीय सरकार की प्रतिपूर्ति करेगी;
- (2) शर्त (1) के अधीन सरकारी कंपनी द्वारा केन्द्रीय सरकार को संदेय रकम के अवधारण के प्रयोजन के लिए एक अधिकरण गठित किया जाएगा और ऐसे अधिकरण तथा अधिकरण की सहायता के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय सरकारी कंपनी द्वारा वहन किए जाएंगे और इसी प्रकार, उक्त भूमि में या उस पर इस प्रकार निहित सभी अधिकारों के मद्देयता उनके संबंध में सभी विधिक कार्यवाहियों की बाबत उपगत सभी व्यय भी सरकारी कंपनी द्वारा वहन किए जाएंगे;
- (3) सरकारी कंपनी केन्द्रीय सरकार या उसके अधिकारियों की ऐसे किसी व्यय के लिए क्षतिपूर्ति करेगी जो इस प्रकार निहित उक्त भूमि में या उस पर अधिकारों की बाबत केन्द्रीय सरकार या उसके अधिकारियों द्वारा या उनके विरुद्ध किसी कार्यवाही के संबंध में आवश्यक हो;
- (4) सरकारी कंपनी को केन्द्रीय सरकार के पूर्वामुदबन के बिना उक्त भूमि या अधिकार किसी अन्य व्यक्ति को अंतरित करने की कोई शक्ति नहीं होगी; और

(5) सरकारी कंपनी ऐसे निर्देशों और शर्तों का अनुपालन करेगी जो उक्त भूमि के विशिष्ट क्षेत्रों के लिए केन्द्रीय सरकार द्वारा आवश्यकतानुसार दिए जाएं या अधिनियमित किए जाएंगे।

[सं. 43015/1/86-गी ए/एन एस डब्ल्यू]

## ORDER

S.O. 2754.—Whereas on the publication of the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S.O. 1002, dated the 13th March, 1990, in the Gazette of India, Part-II, Section 3, Sub-section (ii), dated the 14th April, 1990, issued under sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the lands and rights in or over such lands described in the Schedule appended to the said notification (hereinafter referred to as the said lands) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act ;

And whereas the Central Government is satisfied that the South Eastern Coalfields Limited, Bilaspur (Madhya Pradesh) (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 11 of the said Act, the Central Government hereby directs that the said lands and rights so vested shall, with effect from the 14th April, 1990, instead of continuing to so vest in the Central Government, vest in the Government Company, subject to the following terms and conditions, namely :—

- (1) the Government Company shall reimburse the Central Government all payments made in respect of compensation, interest, damages and the like as determined under provisions of the said Act ;
- (2) a tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the Government Company under condition (1) and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the Government Company and, similarly all expenditure incurred in respect of all legal proceedings for or in connection with rights in or over the said lands, so vested shall also be borne by the Government Company;
- (3) the Government Company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the rights in or over the said lands so vesting ;
- (4) the Government Company shall have no power to transfer the said lands or rights to any other person without the previous approval of the Central Government ; and
- (5) the Government Company shall abide by such directions or conditions as may be given or imposed by the Central Government for particular areas of the said lands, as and when necessary.

[No. 43015/1/86-CA/LSW]

नई दिल्ली, 10 अक्टूबर, 1991

का.प्रा. 2755.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1959 (1957 का 20) की धारा 4 की उपधारा (1) के अधीन जारी किए गए और भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii), तारीख 28 अक्टूबर, 1989 में प्रकाशित भारत सरकार के ऊर्जा मंत्रालय 'कोयला विभाग की अधिसूचना सं. का.प्रा. 2736 तारीख 25 सितम्बर, 1989 द्वारा उस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट परिक्षेत्र की 40.441 हेक्टर (लगभग) या 99.93 एकड़ (लगभग) भूमि, कोयले का पूर्वेक्षण करने के अपने आशय की सूचना दी थी;

और केन्द्रीय सरकार का यह समाधान हो गया है कि उक्त भूमि के भाग में कोयला अभिप्राप्त है।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम को धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इसमें संलग्न अनुसूची में वर्णित 40.441 हेक्टर (लगभग) या 99.93 एकड़ (लगभग) माप की भूमि पर के सभी अधिकारों का अर्जन करने के अपने आशय का सूचना देता है।

टिप्पण 1: इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक सं. सी-1(ई)/III/एच.धार./491-4791, तारीख 6 जुलाई, 1991 का निरीक्षण कलक्टर, छिदवाड़ा (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, काउन्सिल हाउस स्ट्रीट, कलकत्ता कार्यालय में या वेस्टर्न कोलफील्ड्स लिमिटेड (राजस्व विभाग), कोयला एस्टेट, सिविल लाइन्स, नागपुर-440001 (महाराष्ट्र) के कार्यालय में किया जा सकता है।

टिप्पण 2: पूर्वोक्त अधिनियम की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबंध हैं।

“8. अर्जन के प्रति आपत्तियाँ

(1) कोई व्यक्ति जो किसी भूमि में जिसकी बाबत धारा 7 के अधीन अधिसूचना निकाली गई है, हितबद्ध है, अधिसूचना के निकाले जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण—इस धारा के अर्थात्गत यह आपत्ति नहीं मानी जाएगी कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन संक्रियाएं करनी चाहता है और ऐसी संक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।

(2) उपधारा (1) के अधीन प्रत्येक आपत्ति सक्षम प्राधिकारी को लिखित रूप में की जाएगी और सक्षम प्राधिकारी आपत्तिकर्ता को स्वयं सुने जाने का या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात और ऐसी अनिरीक्षित जांच, यदि कोई हो, करने के पश्चात जो वह आवश्यक समझता है वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्टें केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

(3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होता यदि भूमि या ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं।

टिप्पण 3: केन्द्रीय सरकार ने भारत के राजपत्र, तारीख 11 जून, 1983 में पृ. 2445 से 2450 पर प्रकाशित अधिसूचना

सं. 19/41/78-सी.एल., तारीख 27 मई, 1983 द्वारा कोयला नियंत्रक, 1, काउन्सिल हाउस स्ट्रीट, कलकत्ता को उक्त अधिनियम के अधीन सक्षम प्राधिकारी नियुक्त किया है।

#### अनुसूची

राखी कोल विस्तार ब्लाक

कान्हा क्षेत्र

जिला छिदवाड़ा (मध्य प्रदेश)

#### खनन अधिकार

क्रम सं.	ग्राम का नाम	पटवारी सफिल संख्यांक	कम्पाटमेंट संख्यांक	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणियाँ
1.	राखीकोल	8	—	जुझारदेव	छिदवाड़ा	16.155 भाग	
			पी-403	जुझारदेव	छिदवाड़ा	3.678 भाग	
			पी-404	जुझारदेव	छिदवाड़ा	20.608 भाग	
कुल क्षेत्र—40.441 हेक्टर (लगभग)				या	99.93 एकड़ (लगभग)		

ग्राम राखीकोल में अर्जित किए जाने वाले प्लॉट संख्यांक :

118 भाग, 175, 176 भाग, 177, 178 भाग, 179 भाग, 180 भाग, 181 से 192, 193 भाग, 194, 195 भाग, 197 भाग, 198 भाग 284 भाग, 285 भाग ।

अर्जित किए जाने वाले कम्पार्टमेंट संख्यांक :

पी-403 भाग, पी-404 भाग

सीमा वर्णन :

क—ख रेखा, बिन्दु 'क' से आरम्भ होती है और राखीकोल और कालीछपेर ग्रामों को सम्मिलित सीमा के साथ-साथ जाती है और बिन्दु 'ख' पर मिलती है ।

ख—ग रेखा, राखीकोल और दमुआ ग्रामों की सम्मिलित ग्राम सीमा के साथ-साथ जाती है और बिन्दु 'ग' पर मिलती है ।

ग—घ रेखा, वन कम्पार्टमेंट सं. पी-404 में ग्राम राखीकोल से होकर जाती है और बिन्दु 'घ' पर मिलती है ।

घ—ङ रेखा, वन कम्पार्टमेंट सं. पी-404 में ग्राम राखीकोल से होकर जाती है और बिन्दु 'ङ' पर मिलती है ।

ङ—च रेखा, वन कम्पार्टमेंट सं. पी-404 में और प्लॉट सं. 285, 284, 193, 195, 197, 198, 180, 179 में ग्राम राखीकोल से होकर जाती है और फिर प्लॉट सं. 183 की बाहरी सीमा के साथ-साथ और प्लॉट सं. 178 में और फिर प्लॉट संख्यांक 177 की बाहरी सीमा के साथ-साथ प्लॉट संख्यांक 176, 118 से होकर जाती है, और बिन्दु 'च' पर मिलती है ।

च—क रेखा, प्लॉट संख्यांक 118 में ग्राम राखीकोल से होकर जाती है और फिर वन कम्पार्टमेंट संख्यांक पी-403 से होकर जाती है और राखीकोल और काला छपेर ग्रामों को सम्मिलित सीमा पर आरम्भ बिन्दु 'क' पर मिलती है ।

[सं. 43015/7/89 एल. एस. डब्ल्यू.]

New Delhi, the 10th October, 1991

S.O. 2755.—Whereas by the notification of the Government of India, in the Ministry of Energy (Department of Coal) No. S.O. 2736, dated the 25th September, 1989, issued under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), and published in the Gazette of India in Part-II, Section-3, Sub-section (ii), dated the 28th October, 1989 at pages 3268 to 3269, the Central Government gave notice of its intention to prospect for Coal in 40,441 hectares (approximately) or 99.93 acres (approximately) of the lands in locality specified in the Schedule annexed to that notification ;

And whereas the Central Government is satisfied that Coal is obtainable in part of the said land ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire all rights in the lands measuring 40,441 hectares (approximately) or 99.93 acres (approximately) described in the Schedule appended hereto ;

Note 1—The plan hearing No. C-1(E)/III/HR/491-0791, dated the 6th July, 1991, of the area covered by this notification may be inspected in the Office of the Collector, Chandwara (Madhya Pradesh) or in the Office of the Coal Controller, 1, Council House Street, Calcutta or in the Office of the Western Coalfields Limited (Revenue Department) Coal Estate, Civil Lines, Nagpur-440001 (Maharashtra).

Note 2—Attention is hereby invited to the provisions of section 8 of the aforesaid Act, which provides as follows :—

Objection to acquisition :

“8(1) Any person interested in any land in respect of which a notification under section 7 has been issued

may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land.

Explanation.—It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the production of coal and that such operations should not be undertaken by the Central Government or by any other person.

(2) Every objection under sub-section (1) shall be made to the competent authority in writing, and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further enquiry, if any, as he thinks necessary, either make a report in respect of the land which has been notified under sub-section (1) of section 7 or of rights in or over such land, or make different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of the proceedings held by him, for the decision of that Government.

(3) For the purpose of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation of the land or any rights in or over such land were acquired under this Act”.

Note 3—The Coal Controller 1, Council House Street, Calcutta has been appointed by the Central Government as the competent authority under the Act vide notification No. 19/41/78-CL, dated 27th May, 1983, published in the Gazette of India, dated the 11th June, 1983 at pages 2446 to 2450.



**SCHEDULE**  
**RAKHIKOL EXTENSION BLOCK**  
**KANHAN AREA**  
**DISTRICT—CHHINDWARA (MADHYA PRADESH)**

**MINING RIGHTS**

Sl. No.	Name of Village	Patwari circle number	Compartment number	Tahsil	District	Area in hectares	Remarks
1.	Rakhikol	8	—	Junnardeo	Chhindwara	16.155	Part.
			P-403	Junnardeo	Chhindwara	3.678	Part.
			P-404	Junnardeo	Chhindwara	20.608	Part.
Total Area =						40.441 Hectares (approximately)	
						OR	
						99.93 Acres (Approximately).	

**PLOT NUMBERS TO BE ACQUIRED IN VILLAGE - RAKHIKOL.**

118 Part, 175, 176 part, 177, 178 part, 179 part, 180 part, 181 to 192, 193 part, 194, 195 part, 197 part, 198 part, 284 part, 285 part.

**COMPARTMENT NUMBERS TO BE ACQUIRED—**

P-403 part, P-404 part.

A-B	Line starts from point 'A' and proceeds along the common boundary of villages Rakhikol and Kalichhaper and meets at point 'B'.
B-C	Line passes along the common village boundary of villages Rakhikol and Damua and meets at point 'C'.
C-D	Line passes through village Rakhikol in forest compartment No. P-404 and meets at a point 'D'.
D-E	Line passes through village Rakhikol in forest compartment No. P-404 and meets at point 'E'.
E-F	Line passes through village Rakhikol in forest compartment No. P-404 and in plot Nos. 285, 284, 193, 195, 197, 198, 180, 179 then along the outer boundary of plot number 183, and in plot number 178 then along the outer boundary of plot number 177, in plot number 176, 118 and meets at point 'F'.
F-A	Line passes through village—Rakhikol in plot number 118 then proceeds through forest compartment number P-403 and meets at starting point 'A' on the common boundary of villages Rakhikol and Kalichhaper.

का.आ. 2756:—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाबद्ध (अनुसूची में उल्लिखित भूमि में कोयला अभि- प्राप्त किए जाने की संभावना है ;

अतः, अब, केन्द्रीय सरकार, कोयला वारक क्षेत्र (अंजन और विकास) अधिनियम, (1957 1957 का 20) की धारा 4 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वक्षण करने के अपने आशय की सूचना देती है;

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक (रेखाचित्र सं. एस.डी. 57 तारीख 12 अप्रैल, (1991) का निरीक्षण उपायुक्त, जिला गोड्डा (बिहार) के कार्यालय में या कोयला नियंत्रक 1, काउंसिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में या तकनीकी निदेशक (पश्चिमी खंड), ईस्टर्न कोलफील्ड्स लि., संक्टोरिया, डाकघर विश्वेश्वर, जिला बर्दमान (पश्चिमी बंगाल) के कार्यालय में किया जा सकता है।

इस अधिसूचना के अधीन आने वाली भूमि में हितबद्ध सभी व्यक्ति उस अधिनियम की धारा 13 का उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को, इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, तकनीकी निदेशक, (पश्चिमी खंड), ईस्टर्न कोलफील्ड्स लि., संक्टोरिया, डाकघर विश्वेश्वर, जिला बर्दमान (पश्चिमी बंगाल) को भेजेंगे।

### अनुसूची

ब्लॉक-1

राजमहल क्षेत्र की दुरा "ग" विकृत खान परियोजना

रेखाचित्र सं. एस. डी./57

तारीख 12.4.1991

ब्लॉक सं. अ.सं. मौजा (ग्राम)	थाना सं.	पुलिस स्टेशन (थाना)	जिला	क्षेत्र एकड़ों में	टिप्पणियाँ
1 (1) पहाड़पुर	32 बी. डब्लू.	सिमरा-1	गोड्डा	872.76	संपूर्ण
(2) पंचरुखी	14 बी. डब्लू.	सिमरा-2	गोड्डा	61.48	भाग
(3) इमरिया	1 बी. डब्लू.	सिमरा-2	गोड्डा	95.60	भाग
(4) हरकत्ता	4 बी. डब्लू.	सिमरा-2	गोड्डा	63.32	भाग
(5) बड़ा खेरबानी	5 बी. डब्लू.	सिमरा-2	गोड्डा	52.53	भाग
(6) लीलातर्ग	11 बी. डब्लू.	सिमरा-2	गोड्डा	140.43	भाग
(7) हरीपुर	12 बी. डब्लू.	सिमरा-2	गोड्डा	385.39	भाग
(8) हाहाजोर	13 बी. डब्लू.	सिमरा-2	गोड्डा	491.53	भाग
(9) रंगमटिया	15 बी. डब्लू.	सिमरा-2	गोड्डा	102.17	भाग
(10) छोटा खेरबानी	16 बी. डब्लू.	सिमरा-2	गोड्डा	313.51	भाग
(11) केशगरिया	20 बी. डब्लू.	सिमरा-2	गोड्डा	92.25	भाग
(12) पियाराम	34 बी. डब्लू.	सिमरा-2	गोड्डा	353.13	भाग
(13) फलवरिया	35 बी. डब्लू.	सिमरा-2	गोड्डा	64.87	भाग
कुल				3,088.79 एकड़	(लगभग)
				या	
				1250.60 हेक्टर	(लगभग)

सीमा वर्णन :

क1-क2 :

रेखा, मौजा छोटा सिमरा सं. 34 तोपरिया सं. 31 और पहाड़पुर सं. 32, दोनों की सीमा-रेखा से आरंभ होती है और मौजा छोटा सिमरा सं. 34, पहाड़पुर सं. 32 की संयुक्त सीमा रेखा के

साथ-साथ जाती है और जैसाकि रेखांक पर अंकित है, मौजा छोटा पियाराम सं. 34 तथा भिमरा सं. 33 और पहाड़पुर सं. 32 तीनों की सीमा रेखा पर बिन्दु क-2 से मिलती है।

- क 2-क 3 रेखा, मौजा पहाड़पुर सं. 32, बड़ा भिमरा सं. 33 की संयुक्त सीमा रेखा के साथ-साथ जाती है और जैसाकि रेखांक पर अंकित है, मौजा पहाड़पुर सं. 32, बड़ा भिमरा सं. 33 और बड़ा भोराई सं. 18 तीनों की सीमा रेखा पर बिन्दु क-3 से मिलती है।
- क 3-क 4 रेखा, मौजा पहाड़पुर सं. 32, बड़ा भोराई सं. 18 की संयुक्त सीमा के साथ साथ जाती है और जैसाकि रेखांक पर अंकित है, मौजा पहाड़पुर सं. 32, बड़ा भोराई सं. 18 और छोटा भोराई सं. 17 तीनों की सीमा रेखा पर बिन्दु क-4 से मिलती है।
- क 4-क 5 रेखा, मौजा पहाड़पुर सं. 32 और छोटा भोराई सं. 17 की संयुक्त सीमा रेखा के साथ साथ जाती है और जैसाकि रेखांक पर अंकित है, मौजा पहाड़पुर सं. 32, छोटा भोराई सं. 17 और केसगरिया सं. 20 तीनों की सीमा रेखा पर बिन्दु क-5 से मिलती है।
- क 5-क 6 रेखा मौजा केसगरिया सं. 20, छोटा भोराई सं. 17 की संयुक्त सीमा रेखा के साथ साथ जाती है और मौजा केसगरिया छोटा भोराई, बड़ा भोराई तीनों की सीमा रेखा से होकर जाती है और मौजा केसगरिया सं. 20, बड़ा भोराई सं. 18 की संयुक्त सीमा के साथ साथ जाती है और जैसाकि रेखांक पर अंकित है बिन्दु क-6 पर मिलती है।
- क 6-क 7 रेखा, मौजा केसगरिया सं. 20 के प्लाट सं. 4, 7 की पूर्वी रेखा के साथ-साथ जाती है और प्लाट सं. 8 की उत्तरी और पूर्वी रेखा के साथ-साथ जाती है और प्लाट सं. 18 से होकर जाती है और मौजा केसगरिया सं. 20 पियाराम सं. 34 की संयुक्त सीमा रेखा के साथ-साथ जाती है और जैसाकि रेखांक पर अंकित है, बिन्दु क-7 पर मिलती है।
- क 7-क 8 रेखा, मौजा पियाराम सं. 34 के प्लाट सं. 7, 5 की पश्चिमी उत्तरी और दक्षिणी रेखा के साथ-साथ जाती है, रेखा प्लाट सं. 17 की पश्चिमी रेखा, प्लाट सं. 19 की उत्तरी और पश्चिमी रेखा, रेखा, प्लाट सं. 18 की पश्चिमी रेखा से होकर जाती है और प्लाट सं. 93, 92, 83 को दक्षिणी रेखा के साथ-साथ जाती है और रेखा, प्लाट सं. 87 की पश्चिमी और दक्षिणी रेखा, रेखा, प्लाट सं. 56 की दक्षिणी रेखा, प्लाट सं. 82 की दक्षिणी रेखा, प्लाट सं. 59 की दक्षिणी रेखा, प्लाट सं. 81 की दक्षिणी रेखा, प्लाट सं. 75 की पश्चिमी रेखा, प्लाट सं. 76 की पश्चिमी और दक्षिणी रेखा से होकर जाती है, रेखा, प्लाट सं. 78 की दक्षिणी रेखा के साथ-साथ जाती है और प्लाट सं. 78 की दक्षिणी रेखा के साथ-साथ जाती है और प्लाट सं. 198 की पश्चिमी और दक्षिणी रेखा, प्लाट सं. 165 की पश्चिमी रेखा से होकर जाती है और प्लाट सं. 166 की पश्चिमी और दक्षिणी रेखा के साथ-साथ जाती है, और प्लाट सं. 184, 185 की पश्चिमी और दक्षिणी रेखा प्लाट सं. 319 की दक्षिणी रेखा प्लाट सं. 316 की पश्चिमी रेखा से होकर जाती है, प्लाट सं. 317, की पश्चिमी और दक्षिणी रेखा से होकर जाती है और प्लाट सं. 310 की पश्चिमी रेखा और प्लाट सं. 309, 354 की पश्चिमी और दक्षिणी रेखा, प्लाट सं. 353 की पश्चिमी रेखा से होकर जाती है, प्लाट सं. 359, 358, 383 की पश्चिमी और दक्षिणी रेखा के साथ-साथ जाती है और प्लाट सं. 394, 385, 400 की पश्चिमी रेखा के साथ-साथ जाती है, प्लाट सं. 399 की पश्चिमी और दक्षिणी रेखा, प्लाट सं. 394, 396 की दक्षिणी रेखा से होकर जाती है, प्लाट सं. 538 और प्लाट सं. 467 की दक्षिणी रेखा, प्लाट सं. 531 की पश्चिमी और दक्षिणी रेखा, प्लाट सं. 526, 525 और 1028 की दक्षिणी रेखा से होकर जाती है और प्लाट सं. 1033, 1034 की पश्चिमी रेखा के साथ-साथ जाती है और जैसाकि रेखांक पर अंकित है बिन्दु क-8 पर मिलती है।
- क 8-क 9 रेखा, मौजा पियाराम सं. 34 के प्लाट सं. 1040, 1041, 1042, 1079, 1080, 1081, 1082, 1083 और 1084 की पश्चिमी रेखा के साथ साथ चलती हुई प्लाट सं. 1087 की पश्चिमी और उत्तरी रेखा के साथ-साथ जाती है और जैसाकि रेखांक पर अंकित है बिन्दु क-9 पर मिलती है।
- क 9-क 10 रेखा, मौजा फुलवरिया सं. 35 के प्लाट सं. 2, 3, 4, 7 की पश्चिमी रेखा, प्लाट सं. 10, 11 की उत्तरी और पश्चिमी रेखा, प्लाट सं. 12 की दक्षिणी रेखा, प्लाट सं. 18, 19 की पश्चिमी रेखा

की प्लाट सं. 779 की पश्चिमी और पश्चिमी रेखा, प्लाट सं. 759 की पश्चिमी और दक्षिणी रेखा से होकर जाती है और तब प्लाट सं. 20, 21 की पश्चिमी रेखा से गुजरती जाती है और जैसा कि रेखांक पर अंकित है बिन्दु क-10 पर मिलती है।

क 10-क 11 रेखा, मौजा फुलवरिया सं. 35 के प्लाट सं. 107, 103 की उत्तरी रेखा से गुजरती जाती है और जैसा कि रेखांक पर अंकित है बिन्दु क-11 पर मिलती है।

क 11-क 12-क 13 रेखा, मौजा फुलवरिया सं. 35 और हरीपुर सं. 12 की संयुक्त सीमा रेखा के साथ-साथ जाती है और मौजा हरीपुर सं. 12 के प्लाट सं. 180, 179, 171, 169, 158, 157, 155, 154, 142, 140, 139 की उत्तरी रेखा के साथ साथ जाती है, रेखा, प्लाट सं. 139, 138, 137, 135 की पश्चिमी रेखा के साथ-साथ जाती है और जैसा कि रेखांक पर अंकित है बिन्दु क-13 पर मिलती है।

क 13-क 14 रेखा, मौजा हरीपुर के प्लाट सं. 132, 125 की पश्चिमी रेखा, प्लाट सं. 127 की उत्तरी और पश्चिमी रेखा से होकर जाती है, प्लाट सं. 76 और 77, 78 की पश्चिमी रेखा के साथ साथ जाती है और जैसा कि रेखांक पर अंकित है बिन्दु क-14 पर मिलती है।

क 14-क 15 रेखा, मौजा लीलानरी सं. 11 के प्लाट सं. 320-319 की उत्तरी रेखा से होकर जाती है और तब प्लाट सं. 300 और 673 की पश्चिमी रेखा के साथ साथ जाती है और जैसा कि रेखांक पर अंकित है बिन्दु क-15 पर मिलती है।

क 15-क 16 रेखा, मौजा लीलानरी सं. 11 के प्लाट सं. 673 की उत्तरी रेखा से होकर प्लाट सं. 705, 710 की पूर्वी और उत्तरी रेखा से होकर जाती है और रेखा, प्लाट सं. 713, 715, 719 और 723 की उत्तरी रेखा के साथ-साथ जाती है, रेखा, प्लाट सं. 724, 755, 756, 758 और प्लाट सं. 759, 761 की पूर्वी और उत्तरी रेखा, प्लाट सं. 764 की पूर्वी रेखा, प्लाट सं. 765, 102, 104 की उत्तरी रेखा के साथ साथ जाती है, और तब प्लाट सं. 99, 98 और प्लाट सं. 95, 94 की उत्तरी रेखा से होकर जाती है, प्लाट सं. 51, 53 से होकर और प्लाट सं. 23, 22 की दक्षिणी रेखा के साथ-साथ जाती है, प्लाट सं. 21, 172 से गुजरकर मौजा लीलानरी सं. 11 और बड़ा खेरबानी सं. 5 की संयुक्त सीमा के साथ साथ जाती है और जैसा कि रेखांक पर अंकित है बिन्दु क-16 पर मिलती है।

क 16-क 17 रेखा, मौजा बड़ा खेरबानी सं. 5 के प्लाट सं. 171, 169 और प्लाट सं. 48 की उत्तरी रेखा से होकर जाती है, रेखा, प्लाट सं. 47, 43, 38, 37 से होकर, प्लाट सं. 35 की दक्षिणी रेखा, प्लाट सं. 68 की उत्तरी रेखा तथा प्लाट सं. 171 से होकर जाती है। फिर रेखा, प्लाट सं. 171, प्लाट सं. 71, 72 की उत्तरी रेखा से होकर जाती है, प्लाट सं. 18, 16, 15 से होकर जाती है, रेखा मौजा हरकस्ता के प्लाट सं. 532 से होकर जाती है और जैसा कि रेखांक पर अंकित है बिन्दु क-17 पर मिलती है।

क 17-क 18-क 19 रेखा, मौजा हरकस्ता सं. 4 के प्लाट सं. 532 की पश्चिमी और उत्तरी रेखा के साथ साथ जाती है और मौजा डुमरिया सं. 1 के प्लाट सं. 1227 की पश्चिमी और दक्षिणी रेखा के साथ साथ जाती है और जैसा कि रेखांक पर अंकित है बिन्दु क-19 पर मिलती है।

क 19-क 20-क 21 रेखा, मौजा डुमरिया सं. 1 के प्लाट सं. 1227 की पश्चिमी रेखा और प्लाट सं. 1178 की पश्चिमी, दक्षिणी और पूर्वी रेखा के साथ साथ जाती है और जैसा कि रेखांक पर अंकित है बिन्दु क-21 पर मिलती है।

क 21-क 22-क 23 रेखा, मौजा डुमरिया सं. 1 के प्लाट सं. 1178 की पश्चिमी रेखा, पूर्वी और दक्षिणी रेखा, फिर पूर्वी रेखा, दक्षिणी रेखा और पश्चिमी रेखा के साथ साथ जाती है और पंचरुखी के प्लाट सं. 282 की दक्षिणी और पश्चिमी रेखा के साथ साथ जाती है और जैसा कि रेखांक पर अंकित है बिन्दु क-23 पर मिलती है।

क 23-क 24 रेखा मौजा पंचरुखी के प्लाट सं. 282 की उत्तरी और पश्चिमी रेखा के साथ साथ जाती है और जैसा कि रेखांक पर अंकित है बिन्दु क-24 पर मिलती है।

- क 24-क 25-क 26, रेखा, मौजा पंचख्खी के प्लाट सं. 282 की पूर्वी और उत्तरी रेखा, प्लाट सं. 326 की पश्चिमी और उत्तरी रेखा के साथ साथ जाती है, फिर पश्चिमी रेखा के साथ साथ जाती और जैसाकि रेखांक पर अंकित है बिन्दु क-26 पर मिलती है ।
- क 26-क 27 रेखा, मौजा पहाड़पुर सं. 32 और पंचख्खी सं. 14 की संयुक्त सीमा रेखा और मौजा पंचख्खी के प्लाट सं. 316 की उत्तरी रेखा के साथ साथ जाती है, प्लाट सं. 308, 307, 305 की पूर्वी और उत्तरी रेखा, प्लाट सं. 303, 304 की उत्तरी रेखा, प्लाट सं. 299 की पूर्वी रेखा, प्लाट सं. 301 की दक्षिण पूर्वी और उत्तरी रेखा के साथ साथ जाती है, प्लाट सं. 300 की उत्तरी रेखा के साथ-साथ जाती है और जैसाकि रेखांक पर अंकित है बिन्दु क-27 पर मिलती है ।
- क 27-क 28- क 29 रेखा, मौजा पंचख्खी सं. 14 के प्लाट सं. 300, 299, 304, 297 की पश्चिमी रेखा, प्लाट सं. 296, 295 की उत्तरी रेखा प्लाट सं. 264, 261 की पश्चिमी रेखा के साथ साथ जाती है, प्लाट सं. 256 की पश्चिमी और उत्तरी रेखा के साथ-साथ जाती है, प्लाट सं. 255, 250 की पश्चिमी रेखा के साथ-साथ जाती है और जैसाकि रेखांक पर अंकित है बिन्दु क-29 पर मिलती है ।
- क 29-क 30 रेखा, मौजा पहाड़पुर सं. 32 और पंचख्खी सं. 14 की संयुक्त सीमा रेखा, प्लाट सं. 250, 248, 143 की उत्तरी रेखा प्लाट सं. 142 की पूर्वी और उत्तरी रेखा, प्लाट सं. 140 की पूर्वी रेखा प्लाट सं. 135 की पूर्वी और उत्तरी रेखा, प्लाट सं. 134 की उत्तरी और पश्चिमी रेखा, प्लाट सं. 135 की पश्चिमी रेखा, प्लाट सं. 128 की उत्तरी रेखा के साथ-साथ जाती है, प्लाट सं. 121 की पूर्वी, उत्तरी और पश्चिमी रेखा, प्लाट सं. 123 की पूर्वी रेखा के साथ साथ फिर प्लाट सं. 124 की पूर्वी, उत्तरी और पश्चिमी रेखा, प्लाट सं. 125, 126 की पूर्वी रेखा के साथ साथ जाती है और जैसाकि रेखांक पर अंकित है बिन्दु क 30 पर मिलती है ।
- क 30-क 31 रेखा, मौजा पहाड़पुर सं. 32, पंचख्खी सं. 14 की संयुक्त सीमा रेखा के साथ-साथ जाती है और जैसाकि रेखांक पर अंकित है, मौजा पहाड़पुर सं. 32, पंचख्खी सं. 14 और डुमरिया सं. 1 की त्रिसंधि सीमा रेखा पर बिन्दु क-31 पर मिलती है ।
- क 31-क 32 रेखा, मौजा पहाड़पुर की संयुक्त सीमा रेखा के साथ-साथ जाती है और मौजा पहाड़पुर सं. 32 डुमरिया सं. 1, नेतरिया सं. 31 की त्रिसंधि सीमा रेखा पर मिलती है और जैसाकि रेखांक पर अंकित है बिन्दु क-32 पर मिलती है ।
- क 32-क 1 रेखा, मौजा पहाड़पुर सं. 32 नेतरिया सं. 31 की संयुक्त सीमा रेखा के साथ-साथ जाती है और मौजा पहाड़पुर सं. 32, नेतरिया सं. 31 और छोटा मिमरा सं. 34 की त्रिसंधि सीमा रेखा पर मिलती है और जैसाकि रेखांक पर अंकित है तीनों आरम्भिक बिन्दु क-1 पर मिलती है ।

[सं. 43015/5/91-एल. एस. डब्ल्यू.]

S.O. 2756.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan (Drawing No. SD 57 dated the 12th April, 1991 of the area covered by this notification may be inspected in 2767 GI/91—8

the office of the Deputy Commissioner, District Godda (Bihar) or in the office of the Coal Controller 1, Council House Street, Calcutta or in the Office of the Director Technical (West Division) Eastern Coalfields Limited, Sanctoria, Post Office Dishergarh, District Burdwan (West Bengal).

All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Director Technical (West Division), Eastern Coalfields Limited, Sanctoria, Post Office Dishergarh, District Burdwan (West Bengal) within ninety days from the date of the publication of this notification in the Official Gazette.

**SCHEDULE  
BLOCK-1  
HURRA 'C' OPENCAST PROJECT OF RAJMAHAL AREA**

Drawing No. SD/57

Dated :

Number of Block	Sl. No. (Village)	Mouza (Village)	Thana No.	Police Station (Thana)	District	Area in Acres	Remarks
	(1)	Paharpur	32	BW SIMRA-I	Godda	872.76	Full
	(2)	Pachrukhi	14	BW Simra-II	Godda	61.48	Part
	(3)	Dumaria	1	BW Simra-II	Godda	95.60	Part
	(4)	Harkatta	4	BW Simra-II	Godda	63.22	Part
	(5)	Bara Khairbani	5	BW Simra-II	Godda	52.53	Part
	(6)	Lilatari	11	BW Simra II	Godda	140.43	Part
	(7)	Haripur	12	BW Simra II	Godda	385.39	Part
	(8)	Hahajor	13	BW Simra II	Godda	491.53	Part
	(9)	Ranganatia	15	BW Simra II	Godda	102.17	Part
	(10)	Chota Khairbani	16	BW Simra II	Godda	313.51	Full
	(11)	Keshgaria	20	BW Simra-II	Godda	92.25	Part
	(12)	Piaram	34	BW Simra-II	Godda	353.13	Part
	(13)	Fulbaria	35	BW Simra-II	Godda	64.87	Part
Total						3,088.97	Acres
							Appre- OR
						1,250.60	Hectares
							(Approximately)

**BOUNDARY DESCRIPTION**

A1—A2 Line starts from trio boundary line of mouza Chhota Simra No. 34 Tetaria No. 31 and Paharpur No. 32 and passes alongwith joint boundary line of mouza Chhota Simra No. 34, Paharpur No. 32 and meets at point A-2 trio boundary line of mouza Chhota Simra No. 34, Bara Simra No. 33 and Paharpur No. 32 as delineated on plan.

A2—A3 Line passes alongwith joint boundary line of mouza Paharpur No. 32, Bara Simra No. 33 and meets at point A-3 trio boundary line of mouza Paharpur No. 32, Bara Simra No. 33 and Bara Bhora No. 18 as delineated on plan.

A3—A4 Line passes alongwith joint boundary line of mouza Paharpur No. 32, Bara Bhora No. 18 and meets at trio boundary line of mouza Paharpur No. 32, Bara Bhora No. 18 and Chhota Bhora No. 17 at point A-4 as delineated on plan.

A4—A5 Line passes alongwith joint boundary line of mouza Paharpur No. 32 and Chhota Bhora No. 17 and meets at trio boundary line of mouza Paharpur No. 32, Chhota Bhora No. 17 and Keshgaria No. 20 at point A-5 as delineated on plan.

A5—A6 Line passes alongwith joint boundary line of mouza Keshgaria No. 20, Chhota Bhora No. 17 and passes through trio boundary line mouza Keshgaria, Chhota Bhora, Bara Bhora and passes alongwith joint boundary line of mouza Keshgaria No. 20, Bara Bhora No. 18 and meets at point A-6 as delineated on plan.

A6—A7 Line passes alongwith eastern line of plot Nos. 4, 7 of mouza Keshgaria No. 20, passes alongwith northern and eastern line of plot No. 8 and passes through plot No. 18 and passes alongwith joint boundary line of mouza Keshgaria No. 20, Piaram No. 34 and meets at point A-7 as delineated on plan.

A7—A8 Line passes alongwith western, northern and southern line or plot Nos. 7, 5 of mouza Piaram No. 34, line passes through western line of plot No. 17, northern and western line of plot No. 19, western line of plot No. 18, line passes alongwith southern line of plot Nos. 93, 92, 86 and line passes through western and southern line of plot No. 87, southern line of plot No. 56, southern line of plot

No. 82, western line of plot No. 75, western and southern line of plot No. 76, line passes alongwith southern line or plot No. 78 and passes through western and southern line of plot No. 168, western line of plot No. 165 and passes alongwith western and southern line of plot No. 166 and passes through western and southern line of plot Nos. 184, 185, southern line of plot No. 319, western line of plot No. 316, passes through western and southern line of plot No. 317 and passes through western line of plot No. 310, western and southern line of plot Nos. 309, 354, western line of plot No. 353, passes alongwith western and southern line of plot Nos. 359, 358, 383 and passes alongwith western line of plot Nos. 384, 385, 400 passes through western and southern line of plot No. 399, southern line of plot Nos. 394, 396, passes through southern line of plot No. 538 and plot No. 467, western and southern line of plot No. 531, southern line of plot Nos. 526, 525 and 1028 and line passes alongwith western line of plot Nos. 1033, 1034 and meets at point A-8 as delineated on plan.

A8—A9 Line passes alongwith western line of plot Nos. 1040, 1041, 1042, 1079, 1080, 1081, 1082, 1083 and 1084 of mouza Piaram No. 34, line passes alongwith western and northern line of plot No. 1987 and meets at point A-9 as delineated on plan.

A9—A10 Line passes alongwith western line of plot Nos. 2, 3, 4, 7 of mouza Fulbaria No. 35, northern and western line of plot Nos. 10, 11, southern line of plot No. 12, western line of plot Nos. 18, 19, northern and western line of plot No. 758, western and southern line of plot No. 756, line passes alongwith western line of plot Nos. 20, 21 and meets at point A-10 as delineated on plan.

A10—A11 Line passes alongwith northern line of plot Nos. 107, 108 of mouza Fulbaria No. 35 and meets at point A-11 as delineated on plan.

A11—A12—A13 Line passes alongwith joint boundary line of mouza Fulbaria No. 35 and Haripur No. 12 and passes alongwith northern line of plot Nos. 180, 179, 171, 169, 158, 157, 155, 154, 142, 130, 139 of mouza Haripur No. 12, line passes alongwith western line of plot Nos. 139, 138, 137, 135 and meets at point A-13 as delineated on plan.

A-13—A14 Line passes through western line of plot Nos. 132, 125 of mouza Haripur No. 12, northern and

western line of plot No. 127 passes alongwith western line of plot No. 76 and 77, 76 and meets at A-14 point as delineated on plan.

A14—A15 Line passes through northern line of plot No. 320, 319 of mouza Lilatari No. 11, line passes alongwith western line of plot No. 300 and 673 and meets at point A-15 as delineated on plan.

A15—A16 Line passes through northern line of plot No. 673 of mouza Lilatari No. 11, eastern and northern line of plot No. 705, 710 and line passes alongwith northern line of plot No. 713, 715, 719 and 723, line passes through plot Nos. 724, 755, 756, 758 and eastern and northern line of plot No. 759, 761, eastern line of plot No. 764 alongwith northern line of plot No. 765, 102, 104, line passes through plot No. 99, 98 and northern line of plot No. 95, 94, passes through plot No. 51, 53 and alongwith southern line of plot Nos. 23, 22 passes through plot No. 21, 17, 2 and passes alongwith the joint boundary line of mouza Lilatari No. 11 and Bara Khairbani No. 5 and meets at point A-16 as delineated on plan.

A16—A17 Line passes through plot No. 171, 169 of mouza Bara Khairbani No. 5 and northern line of plot No. 48, line passes through plot No. 47, 43, 38, 37, southern line of plot No. 35, northern line of plot No. 68 through plot No. 171. Again line passes through plot No. 171, northern line of plot Nos. 71, 72 passes through plot Nos. 18, 16, 15 line passes through plot No. 532 of mouza Harikatta and meets at point A-17 as delineated on plan.

A17—A18—A19 Line passes alongwith western and northern line of plot No. 532 of mouza Harikatta No. 4 and line passes alongwith western and southern line of plot No. 1227 of mouza Dumaria No. 1 and meets at point A-19 as delineated on plan.

A19—A20—A21 Line passes alongwith western line of plot No. 1227 of mouza Dumaria No. 1 and western, southern and eastern line of plot No. 1178 and meets at point A-21 as delineated on plan.

A21—A22—A23 Line passes alongwith western line of plot No. 1178 of mouza Dumaria No. 1, eastern and southern line, again eastern line, southern line and western line and passes alongwith southern and western line of plot No. 282 of Pachrukhi and meets at point A-23 as delineated on plan.

A23—A24 Line passes alongwith northern and western line of plot No. 282 of mouza Pachrukhi and meets at point A-24 as delineated on plan.

A24—A25—A26 Line passes alongwith eastern and northern line of plot No. 282 of mouza Pachrukhi, western and northern line of plot No. 326, again passes alongwith western line and meets at point A-26 as delineated on plan.

A26—A27 Line passes alongwith joint boundary line of mouza Paharpur No. 32 and Pachrukhi No. 14 and northern line of plot No. 316 of mouza Pachrukhi, passes alongwith eastern and northern line of plot No. 308, 307, 305, northern line of plot No. 303, 304, eastern line of plot No. 299, south eastern and northern line of plot No. 301, passes alongwith northern line of plot No. 300 and meets at point A-27 as delineated on plan.

A27—A28—A29 Line passes alongwith western line of plot No. 300, 299, 301, 297 of mouza Pachrukhi No. 14, northern line of plot No. 296, 295, western line of plot Nos. 264, 261 passes alongwith western northern line of plot No. 256, passes alongwith western line of plot Nos. 255, 250 and meets at point A-29 as delineated on plan.

A29—A30 Line passes alongwith joint boundary line of mouza Paharpur No. 32 and Pachrukhi No. 14, northern line of plot No. 250, 248, 143, eastern

and northern line of plot No. 142 eastern line of plot No. 140, eastern and northern line of plot No. 135, northern and western line of plot No. 134, western line of plot No. 133, northern line of plot No. 128, passes alongwith eastern, northern and western line of plot No. 21, eastern line of plot No. 123 alongwith eastern, northern and western line of plot No. 124, eastern line of plot No. 125, 126 and meets at point A-30 as delineated on plan.

A30—A31 Line passes alongwith joint boundary line of mouza Paharpur No. 32, Pachrukhi No. 14 and meets at joint boundary line of mouza Paharpur No. 32, Pachrukhi No. 14 and Dumaria No. 1 at point A31 as delineated on plan.

A31—A32 Line passes alongwith joint boundary line of mouza Paharpur No. 32, Dumaria No. 1 and meets at joint boundary line of mouza Paharpur No. 32, Dumaria No. 1, Tetaria No. 31 and meets at point A-32 as delineated on plan.

A32—A1 Line passes alongwith joint boundary line of mouza Paharpur No. 32, Tetaria No. 31 and meets at joint boundary line of mouza Paharpur No. 32, Tetaria No. 31 and Chhota Simra No. 34, meets at joint starting point at A-1 as delineated on plan.

[No. 43015/5/91-LSW]

नई दिल्ली, 11 अक्तूबर, 1991

का.प्र. 2757.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (ग्रॉस और विकास) अधिनियम, 1957 (1957 का 20) की धारा 7, उप धारा (1) के अधीन जारी और भारत के राजपत्र भाग 2, खण्ड 3, उपखण्ड (ii) पृष्ठ संख्यांक 2336 से 2339 में प्रकाशित भारत सरकार (कोयला मंत्रालय) की अधिसूचना का.प्र. 1453 तारीख 25 मई, 1991 द्वारा इस अधिसूचना से संलग्न अनुसूची में वर्णित भूमि का अधिग्रहण के अपने आशय की सूचना दी थी और केन्द्रीय सरकार की जानकारी में यह बात पाई गई कि राजपत्र में प्रकाशित उपरोक्त अधिसूचना में सुधार की कुछ गलतियाँ हैं।

अतः अब केन्द्रीय सरकार उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों और इस निमित्त सशक्त बनाने वाली अन्य सभी शक्तियों का प्रयोग करते हुए उक्त अधिसूचना से संलग्न अनुसूची से निम्नलिखित संशोधन करती है।

पृष्ठ क्रमांक 2336 पर अनुसूची में—

- (1) "कुल क्षेत्र 503 हेक्टर" के स्थान पर "503.95" हेक्टर पढ़िए। पृष्ठ क्रमांक 2337 पर — सीमा वर्णन में।
- (2) रेखा "ड-इ" के स्थान पर रेखा "ड-इ" पढ़िए।
- (3) रेखा "ड-ज" में प्लॉट संख्यांक "27/1, 27/2, 29/1, 39/2, 30, 37/1, 37/2 के स्थान पर "27/1-27/2, 39/1-39/2, 38, 37/1-37/2" पढ़िए और "बिलु" के स्थान पर "बिलु" पढ़िए।
- (4) रेखा "ण-थ-न" में के स्थान पर "रेखा" पढ़िए और ग्राम "भनवावली" के स्थान पर "भनावावली" पढ़िए और "बिलु" के स्थान पर "बिलु" पढ़िए।
- (5) अनुसूची में— क्रम संख्या 8 में ग्राम का नाम स्तम्भ के नीचे "कन्हा" के स्थान पर "कन्हा" पढ़िए। और क्रम संख्या में 4 क्षेत्र हेक्टरों में स्तम्भ के नीचे "259.14" के स्थान पर 259.13" पढ़िए।

पृष्ठ क्रमांक 2338 पर— अनुसूची में,

- (6) ग्राम बोमेश्वर के स्थान पर "बोमेश्वर" पढ़िए।  
सीमा वर्णन में—
- (7) रेखा क-ख में "ग्राम होटी" के स्थान पर "ग्राम होती" पढ़िए।  
और "बोमेश्वर, कटापा" के स्थान पर "बोमेश्वर, कटरा" पढ़िए।
- (8) रेखा च-छ में प्लॉट संख्यांक "129/1-129/2, 129/3" के स्थान पर "129/1-129/2-129/3" पढ़िए।
- (9) रेखा छ-ज में "ग्राम सीरपुर" के स्थान पर "ग्राम सीरपुर" पढ़िए।  
और प्लॉट संख्यांक "22, 26" के स्थान पर "22, 25, 26" पढ़िए।
- (10) रेखा ज-झ में प्लॉट संख्यांक "113/1-113/2, 113/3, 113/4" के स्थान पर "113/1-113/2-113/3-113/4" पढ़िए।
- (11) रेखा झ-क में प्लॉट संख्यांक "244" के स्थान पर "344" पढ़िए।

प्लॉट संख्यांक 2339 पर—अनुसूची में,

- (12) कुल क्षेत्र या "64.9 एकड़" के स्थान पर "64.91" पढ़िए।
- (13) ग्राम बोमेश्वर में अर्जित किए जाने वाले प्लॉट संख्यांक में—  
"7" के स्थान पर "7" पढ़िए।  
सीमा वर्णन में—
- (14) रेखा ख-त में "कन्हार" के स्थान पर "कन्हवा" पढ़िए।
- (15) रेखा ख-त में "मकरखीकर" के स्थान पर "मकरखोकर" पढ़िए।

ऐसी भूमि में, जिनकी बाबत उपरोक्त संशोधन जारी किया गया है, हितवादी कोई व्यक्ति इस अधिसूचना के जारी किए जाने के तीस दिन के भीतर उक्त भूमि के संपूर्ण या किसी भाग के, या उक्त ऐसी भूमि में या उस पर किसी अधिकार के अर्जित किए जाने के बिना उक्त अधिनियम की धारा 8 की उपधारा (1) के निबन्धनों के अनुसार आक्षेप कर सकेगा।

स्पष्टीकरण: केवल इस अधिसूचना के द्वारा संशोधित प्लॉट संख्यांक के बाबत उक्त अधिनियम की धारा 8(1) के निबन्धनों के अनुसार तीस दिन की उक्त अवधि यह अधिसूचना जारी की जाने की तारीख से प्रारम्भ होगी।

[फा.सं. 43015/4/8 3-एन एस डब्ल्यू]

New Delhi, the 11th October, 1991

S.O. 2757.—Whereas by the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S.O. 1453, dated the 15th May, 1991, published in the Gazette of India dated the 25th May, 1991, in Part-II, Section-3, Sub-section (ii), at pages 2336 to 2343, issued Under Sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, (20 of 1957) the Central Government gave notice of its intention to acquire the lands described in the Schedule appended to that notification;

And whereas, it has been brought to the notice of the Central Government that certain errors of printing nature

have occurred in the publication of the said notification in the Official Gazette;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act the Central Government hereby amends the Schedule appended to the said notification as follows :—

at page 2339, in the second paragraph, for the portion beginning with words, brackets and figure "Under Sub-Section (1)" and ending with the figures and words "30th May, 1990, the following shall be substituted namely :—

"issued under sub-section (1) of section 7 of the said Act and published in the extra-ordinary Gazette of India, Part II, Section 3, sub-section (ii), dated the 30th May, 1990,"

at page 2340, in sub-section (2) of section 8, for the word "together" read "together";

in the Schedule, in the Plot numbers to be acquired in Village Bopeshwar, for "113/1, 113" read "113/1, 113/2";

at page 2341, in boundary description, in like L-M, for "comon" read "common", in the Schedule A', for "Ar a in hectares" read "Area in hectares" and for "(approximately)" read "(Approximately)";

at page 2342, in the boundary description in line B-B1-C-D, for "Soutern" read "Southern", for "the" read "then", in line E-F, for "Ponint" read "Point", in line for "F-R" read "F-G", in line for "M" read "G-H", in the Schedule 'B' for "Area in hectors" read "Area in hectares", for "Bopeshwar" read "Bopeshwar";

at page 2343, in column no. 6, for "87.70" read "8.70"; and for "(approximately)" read "(approximately)".

Any persons interested in any land in respect of which the above amendment has been issued, may, within thirty days of the issue of this notification, object to the acquisition of the whole or any part of the said land, or any right in any of such lands in terms of sub-section (1) of section 8 of the said Act.

The Coal Controller, 1, Council House Street, Calcutta has been declared by the Central Government as the competent authority vide notification No. 19/41/78-CL dated the 27th May, 1983, published in the Gazette of India, dated the 11th June, 1983 at pages 2446 to 2450.

Explanation.—In respect of the plot numbers being amended through this notification only the said period of thirty days in terms of sub-section (1) of section-8 of the said Act, starts running from the date of publication of this notification in the Official Gazette.



नई दिल्ली, 14 नवम्बर, 1991

का.आ. 2758—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) के अधीन जारी की गई और भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii), तारीख 28 अक्टूबर, 1989 के पृष्ठ 3269 से 3271 पर प्रकाशित भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना सं. का.आ. 2737 तारीख 29 सितम्बर, 1989 द्वारा उस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र में 10213.80 हैक्टर लगभग या 25238.30 एकड़ (लगभग) भूमि में कोयले का पूर्वेक्षण करने के अपने आशय की सूचना दी थी;

और केन्द्रीय सरकार का यह समाधान हो गया है कि उक्त भूमि के भाग में कोयला अभिप्राय है।

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए—

- (क) इससे संलग्न अनुसूची 'क' में वर्णित 416.13 हैक्टर (लगभग या 1029.78 एकड़ (लगभग) माप वाली भूमि में सभी अधिकारों; और
- (ख) इससे संलग्न अनुसूची "ख" में वर्णित 174.39 हैक्टर (लगभग) या 430.91 एकड़ (लगभग) माप वाली भूमि में खनिजों के खननखदान, खोद करने उनकी खदाई करने और तलाश करने, उन्हें प्राप्त करने, उन पर कार्य करने और उन्हें ले जाने के अधिकारों का अर्जन करने के अपने आशय की सूचना देती है।

टिप्पण 1: इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक सं. सी-1(ई)-III जे.जे.आर./474-1090, तारीख 5 जुलाई, 1991 का निरीक्षण कलक्टर, यवतमाल (महाराष्ट्र) के कार्यालय में या कोयला नियंत्रक, 1, काउन्सिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में या वेस्टर्न कोलफील्ड्स लि. (राजस्व विभाग), कोयला एस्टेट, सिविल लाइन्स, नागपुर-1 (महाराष्ट्र) के कार्यालय में किया जा सकता है।

टिप्पण 2: पूर्वोक्त अधिनियम की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबंध है:—

#### 8. अर्जन के प्रति आपत्तियां —

(1) कोई व्यक्ति जो किसी भूमि में जिसकी बाबत धारा 7 के अधीन अधिसूचना निकाली गई है, हितबद्ध है, अधिसूचना के निकाले जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण:—इस धारा के अंतर्गत यह आपत्ति नहीं मानी जाएगी कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन संक्रियाएं करना चाहता है और ऐसी संक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।

(2) उपधारा (1) के अधीन प्रत्येक आपत्ति सक्षम प्राधिकारी को लिखित रूप में की जाएगी और सक्षम प्राधिकारी आपत्तिकर्ता को स्वयं सुने जाने का या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जांच, यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है वह या तो धारा 7 की उपधारा (1) के अधीन, अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्रवाई के अभिलेख सहित विभिन्न रिपोर्टें केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

(3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होगा यदि भूमि या ऐसी भूमि में या उस पर के अधिकार का इस अधिनियम के अधीन अर्जित कर लिए जाने है।

टिप्पण 3: केन्द्रीय सरकार कोयला नियंत्रक, 1, काउन्सिल हाउस स्ट्रीट, कलकत्ता का अधिनियम के अधीन तारीख 11 जून, 1983 को भारत के राजपत्र में पृष्ठ 2446 से 2450 पर प्रकाशित अधिसूचना सं. का.आ. 2519 तारीख 27 मई, 1983 द्वारा सक्षम प्राधिकारी नियुक्त किया है।

अनुसूची 'क'  
घोंसा ब्लॉक  
बानी क्षेत्र  
जिला यवतमाल (महाराष्ट्र राज्य)

सभी अधिकार

क्रम सं.	ग्राम का नाम	ग्राम संख्यांक	पटवरी सर्किल संख्यांक	तहसील	जिला	क्षेत्र हैक्टर में	टिप्पणियां
1	2	3	4	5	6	7	8
1.	घोंसा	98	56	बानी	यवतमाल	155.41	भाग
2.	फुलोर	230	56	बानी	यवतमाल	109.68	भाग
3.	गोथाला	86	59	बानी	यवतमाल	17.24	भाग
4.	कुम्हारखानी	42	57	बानी	यवतमाल	101.82	भाग
5.	रासा	319	41	बानी	यवतमाल	32.58	भाग

अनुसूची 'क' का कुल क्षेत्र —

416.73 हैक्टर  
(लगभग)

या

1029.78 एकड़ (लगभग)

ग्राम घोंसा में अर्जित किए जाने वाले प्लॉट संख्यांक :

26 से 40, 46 से 55, 56/1, 56/2, 56/2क/56/2ख, 57/1-57/2, 58 से 62, 63/1-63/2-63/3, 64 से 74, 75 भाग, 80 से 82, सड़क भाग, नदी भाग, नाला भाग।

ग्राम फुलोर में अर्जित किए जाने वाले प्लॉट संख्यांक :—

2 भाग, 21/1-21/2-25/1-25/2-25/3-25/4, 26/1-26/1क-26/1ख-26/2, 27/1-27/1क-27/1ख-27/1ग-27/घ-27/1ङ-27/1च-27/1खज-27/1न, 27/2, 28, 29/1-29/1ख-29/2

ग्राम गोथाला में अर्जित किए जाने वाले प्लॉट संख्यांक :

36/1क-36/1ख-36/2-36/3-36/4 भाग 5, 37/1-37/1क-27/1ख-37/2-37/3 भाग, 38/1-38/1क-38/1ख-38/1ग-38/1घ-38/2-38/2क

ग्राम कुम्हारखानी में अर्जित किए जाने वाले प्लॉट संख्यांक :

1/1-1/1क-1/2, 2 से 5, 6/1-6/2-6/3-6/4, 15, 84/1-84/1क-84/2, 85 आबादी सड़क भाग, नदी भाग।

ग्राम रासा में अर्जित किए जाने वाले प्लॉट संख्यांक :

410 भाग, 411/1-411/2, 412, 413/1-413/2, 414, 415

सीमा वर्णन :

सीमा वर्णन :

क-ख रेखा बिन्दु 'क' से प्रारम्भ होती है और ग्राम घोंसा के प्लॉट संख्यांक 29, 27 की बाहरी सीमा के साथ-साथ जाती है, फिर ग्राम फुलोर के प्लॉट संख्यांक 25/1-25/2-25/3-25/4, 21/1-21/2 की बाहरी सीमा के साथ-साथ होकर जाती है और बिन्दु 'ख' पर मिलती है।

ख-ग-घ रेखा, ग्राम फुलोर के प्लॉट संख्यांक 21/1-21/2, 29/1-29/1ख-29/2 और 28 की बाहरी सीमा के साथ-साथ जाती है, प्लॉट संख्यांक 2 की वन भूमि में से जाती है और फिर ग्राम रासा के प्लॉट संख्यांक 415, 412 की बाहरी सीमा के साथ-साथ होकर जाती है और बिन्दु 'घ' पर मिलती है।

- घ-ङ रेखा, ग्राम रासा के प्लॉट संख्यांक 412, 411/1-411/2 की बाहरी सीमा के साथ-साथ जाती है और प्लॉट संख्यांक 410 में से जाती है और कुम्हारखानी और रासा ग्रामों की सम्मिलित सीमा पर बिन्दु 'ङ' पर मिलती है।
- ङ-च-छ रेखा, ग्राम कुम्हारखानी के प्लॉट संख्यांक 4, 5, 6/1-6/2-6/364, 1/1-1/1क-1/2, 15, 84/1 84/1क-84/2 की बाहरी सीमा के साथ-साथ जाती है, मड़क और नदी को पार करती है और फिर कुम्हारखानी, सखारा और गोंधला ग्रामों की सम्मिलित सीमा के साथ-साथ जाती है, और फिर प्लॉट संख्यांक 38/1-38/1क-38/1ख-38/1ग-38/1घ-38/2-30/2क की बाहरी सीमा के साथ-साथ जाती है और बिन्दु 'छ' पर मिलती है।
- छ-ज-झ-ञ रेखा, ग्राम गोंधला के प्लॉट संख्यांक 38/1-38/1क-38/ख, 38/1ग, 38/1घ-38/2-38/2क की बाहरी सीमा के साथ-साथ जाती है और फिर प्लॉट संख्यांक 37/1-37/1क-37/1ख-37/2-37/3, 36/1क-36/1ख-36/2-36/3-36/4 में से जाती है और फिर ग्राम ब्रॉमा के प्लॉट संख्यांक 73, 74 की बाहरी सीमा के साथ-साथ और प्लॉट संख्यांक 75 में से जाती है और फिर प्लॉट संख्यांक 80, 81, 82 की बाहरी सीमा के साथ-साथ जाती है, नदी पार करती है और फिर प्लॉट संख्यांक 63/1-63/2-63/3, 46, 47, 48, 49, 51, 52, 40 की बाहरी सीमा के साथ-साथ जाती है और फिर प्लॉट संख्यांक 35, 34, 32 की बाहरी सीमा के साथ-साथ जाती है और बिन्दु 'ज' पर मिलती है।
- झ-ञ रेखा, ग्राम धोंसा के प्लॉट संख्यांक 32, 31, 26 की बाहरी सीमा के साथ-साथ जाती है और प्रारंभिक बिन्दु 'क' पर मिलती है।

अनुसूची 'ख'

धोंसा ब्लाक

बानी क्षेत्र

जिला यवनमाल (महाराष्ट्र राज्य)

खनन अधिकार

क्रमसं.	ग्राम का नाम	ग्राम संख्यांक	पटवारी सर्किल संख्यांक	तेहसील	जिला	क्षेत्र हैक्टरों में	टिप्पणियाँ
1	2	3	4	5	6	7	8
1.	दाहे गांव	149	59	बानी	यवनमाल	5.10	भाग
2.	गोंधला	86	57	बानी	यवनमाल	60.27	भाग
3.	सखारा	370	57	बानी	यवनमाल	11.26	भाग
4.	धोंसा	98	56	बानी	यवनमाल	97.76	भाग

अनुसूची 'ख' का कुल क्षेत्र :

174.39 हैक्टर (लगभग)

या

430.91 एकड़ (लगभग)

ग्राम दाहेगांव में अर्जित किए जाने वाले प्लॉट संख्यांक :

12 से 14

30/1-30/1क, 30/2, 32/1-32/2-32/3-32/3क-32/3ख-32/4, 33/1-33/2-33/3, 34/1, 34/1क-34/2-34/3  
35, 36/1-क-36/1ख-36/2-36/3-36/4 भाग, 37/1-37/1क-37/1ख-37/2-37/3 भाग।

ग्राम सखारा में अर्जित किए जाने वाले प्लॉट संख्यांक:

323 से 325।

ग्राम धोंसा में अर्जित किए जाने वाले प्लॉट संख्यांक:

41 से 45, 75 भाग, 76 से 79, 83/1-83/2, 84 से 86, 88 से 90, 91/1-91/2, 93/1-93/2-93/3, 94/1-94/2, 95, 96/1-96/2, नाला भाग नदी भाग।

सीमा वर्णन :

अ-ठ-ठ रेखा बिन्दु 'अ' से प्रारम्भ होती है और ग्राम धोंसा में प्लॉट संख्यांक 41, 42, 43 की बाहरी सीमा के साथ-साथ जाती है, नदी को पार करती है और फिर प्लॉट संख्यांक 44, 45, 93/1-93/2-93/3, 96/1-96/2, 88, 85, 89, 87 की बाहरी सीमा के साथ-साथ जाती है और फिर ग्राम दाहेगांव के प्लॉट संख्यांक 12, 13, 14 की बाहरी सीमा के साथ-साथ जाती है और दाहेगांव और गोंडाला ग्रामों की सम्मिलित सीमा के साथ-साथ जाती है और बिन्दु 'ठ' पर मिलती है।

ठ-इ-च रेखा, ग्राम गोंडाला के प्लॉट संख्यांक 30/1-30/1क-30/2, 32/1-32/2-32/3-32/3क-32/3ख-32/4 की बाहरी सीमा के साथ-साथ जाती है फिर ग्राम सखारा के प्लॉट संख्यांक 324, 323, 325 की बाहरी सीमा के साथ-साथ जाती है और बिन्दु 'च' पर मिलती है।

उ-छ-झ-ञ रेखा, कुम्हारखानी, सखारा और गोंडाला ग्रामों की सम्मिलित सीमा से होकर जाती है और प्लॉट संख्यांक 33/1-33/2-33/3, 34/1-34/1क-34/2-34/3 की बाहरी सीमा के साथ-साथ जाती है और प्लॉट संख्यांक 37/1-37/1क-37/1ख-37/2-37/3, 36/1क, 36/1ख-36/2-36/3-36/4 में से जाती है और ग्राम धोंसा के प्लॉट संख्यांक 75 की बाहरी सीमा के साथ-साथ और उससे होकर जाती है, फिर प्लॉट संख्यांक 89, 85, 83/1-83/2 की बाहरी सीमा के साथ-साथ जाती है, नदी को पार करती है और फिर नदी के उत्तरी किनारे के साथ-साथ जाती है और प्लॉट संख्यांक 42, 41 की बाहरी सीमा के साथ-साथ जाती है और प्रारम्भिक बिन्दु (अ) पर मिलती है।

[फा. सं. 43015/12, 89-एन.एम.डब्ल्यू]

New Delhi, the 14th October, 1991

S.O. 2758.—Whereas by the notification of the Government of India in the Ministry of Energy (Department of Coal No. S.O. 2737 dated the 29th September, 1989 issued under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) and published in Part II, Section 3, Sub-section (ii) of the Gazette of India, dated the 28th October, 1989 at pages 3269 to 3271, the Central Government gave notice of its intention to prospect for coal in 10213.80 hectares (approximately) or 25238.30 acres (approximately) of the lands in the locality specified in the Schedule annexed to that notification;

And whereas the Central Government is satisfied that coal is obtainable in a part of the said lands;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire;

- the lands measuring 416.73 hectares (approximately) or 1029.78 acres (approximately) in All rights described in Schedule 'A' appended hereto; and
- the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 174.39 hectares (approximately) or 430.91 acres (approximately) described in Schedule 'B' appended hereto;

NOTE.1—The plan bearing No. C-1(E)III/JJR/474-1090 dated the 5th July, 1991 of the area covered by

this notification may be inspected in the Office of the Collector, Yavatmal (Maharashtra) or in the Office of the Coal Controller, 1, Council House Street, Calcutta or in the Office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur-1 (Maharashtra).

NOTE. 2—Attention is hereby invited to the provisions of section 8 of the aforesaid Act which provides as follows :

Objection to acquisition :

"8(1) Any person interested in any land in respect of which a notification under section 7 has been issued may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land.

Explanation.—It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the production of coal and that such operations should not be undertaken by the Central Government or by any other person.

(2) Every objection under sub-section (1) shall be made to the competent authority in writing and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall after hearing all such objections and after making such

further enquiry, if any, as he thinks necessary, either make a report in respect of the land which has been notified under sub-section (1) of section 7 or of rights in or over such land or make different reports in respect of different parcels of such land or of rights in or over such land to the Central Government containing his recommendations on the objections together with the record of the proceedings held by him for the decision of that Government.

(3) For the purpose of this section, a person shall be deemed to be interested in land who would be entitled to

claim an interest in compensation if the land or any rights in or over such land were acquired under this Act."

NOTE-3.—The Coal Controller, 1, Council House Street, Calcutta, has been appointed by the Central Government as the competent authority under the Act vide notification number S.O. 2519 dated the 27th May, 1983, published in the Gazette of India, dated the 11th June, 1983 at pages 2446-2450.

### SCHEDULE 'A'

#### HONSA BLOCK

#### WANI AREA

#### DISTRICT YAVTMAL (MAHARASHTRA STATE)

#### All Rights

S. No.	Name of village	Village number	Patwari circle number	Tahsil	District	Area in hectares	Remarks
1.	Ghonsa	98	56	Wani	Yavatmal	155.41	Part
2.	Fulor	230	56	Wani	Yavatmal	109.68	Part
3.	Gondhala	87	59	Wani	Yavatmal	17.24	Part
4.	Kumbharkhani	42	57	Wani	Yavatmal	101.82	Part
5.	Rasa	319	41	Wani	Yavatmal	32.58	Part

Total area of schedule 'A' :

416.73 hectares

(approximately)

OR

1029.78 acres

(approximately)

Plot numbers to be acquired in village Ghonsa :

26 to 40, 46 to 55, 56/1--56/2--56/2A-56/2B, 57/1--57/2, 58 to 62, 63/1--63/2-63/3, 64 to 74, 75 Part, 80 to 82, Road Part, River Part, Naliah Part.

Plot numbers to be acquired in village Fulor :

2 Part, 21/1-21/2, 25/1-25/2-25/2A-25/2B, 26/1-26/1A-26/2, 27/1-27/1A-27/1B-27/1C-27/1D-27/1E-27/1F-27/1G-27/1H-27/1I-27/1J-27/1K-27/1L-27/1M-27/1N-27/1O-27/1P-27/2, 28, 29/1A-29/1B-29/2.

Plot numbers to be acquired in village Gondhala :

36/1A-36/1B-36/2-36/3-36/4 Part, 37/1-37/1A-37/1B-37/2-37/3 Part, 38/1-38/1A-38/1B-38/1C-38/1D-38/2-38/2A.

Plot numbers to be acquired in village Kumbharkhani :

1/1-1/1A-1/2, 2 to 5, 6/1-6/2-6/3-6/4, 15, 84/1-84/1A-84/2, 85, Abadi, Road Part, River Part.

Plot numbers to be acquired in village Rasa :

410 Part, 411/1-411/2, 412, 412/1-413/2, 414, 415.

#### BOUNDARY DESCRIPTION :

- A-B** Line starts from point 'A' and passes through village Ghonsa along the outer boundary of plot numbers 26, 27, then proceeds through village Fulor along the outer boundary of plot numbers 25/1-25/2-25/3-25/4, 21/1-21/2 and meets at point 'B'.
- B-C-D** Line passes through village Fulor along the outer boundary of plot numbers 21/1-21/2, 29/1-29/1B-29/2 and 28, in forest land plot number 2, then proceeds through village Rasa along the outer boundary of plot numbers 415, 412 and meets at point 'C'.
- D-E** Line passes through village Rasa along the outer boundary of plot numbers 412, 411/1-411/2 and in plot number 410 and meets on the common boundary of villages Kumbharkhani and Rasa at point 'E'.
- E-F-G** Line passes through village Kumbharkhani along the outer boundary of plot numbers 4, 5, 6/1-6/2-6/3-6/4, 1/1-1/1A-1/2, 15, 84/1-84/1A-84/2 crosses road and river then proceeds along the common boundary of villages Kumbharkhani, Sakhara and Gondhala and proceeds along the outer boundary of plot numbers 38/1-38/1A-38/1B-38/1C-38/1D-38/2-38/2A and meet at point 'G'.
- G-H-I-J** Line passes through village Gondhala along the outer boundary of plot numbers 38/1-38/1A-38/1B-38/1C-38/1D-38/2-38/2A, then in plot numbers 37/1-37/1A-37/1B-37/2-37/3, 36/1A-36/1B-36/2-36/3-36/4 and proceeds through village Ghonsa along the outer boundary of plot numbers 73, 74 and in plot number 75, then along the outer boundary of plot numbers 80, 81 82, crosses river and proceeds along outer boundary of plot numbers 63/1-63/2-63/3, 46' 47, 48, 49, 51, 52, 40 crosses road then along the outer boundary of plot numbers 35, 34, 32 and meets at point 'J'.
- J-A** Line passes through village Ghonsa along the outer boundary of plot numbers 32, 31, 26 and meets at starting point 'A'.

#### SCHEDULE 'B' GHONSA BLOCK WANI AREA DISTRICT YAVATMAL (MAHARASHTRA STATE)

#### Mining Rights

Sl. No.	Name of village	Village number	Patwari circle number	Tahsil	District	Area in hectares	Remarks
1.	Dahegaon	149	59	Wani	Yavatmal	5.10	Part
2.	Gondhala	86	59	Wani	Yavatmal	60.27	Part
3.	Sakhara	370	57	Wani	Yavatmal	11.26	Part
4.	Ghonsa	98	56	Wani	Yavatmal	97.76	Part

Total area of schedule 'B' :

174.39 hectares  
(approximately)

OR  
430.91 acres  
(approximately)

Plot numbers to be acquired in village Dahegaon :

12 to 14.

Plot numbers to be acquired in village Gondhala :

30/1-30/1A-30/2, 32/1-32/2-32/3-32/3A-32/3B-32/4, 33/1-33/2-33/3, 34/1-34/1A-34/2-34/3, 35, 36/1A-36/1B-36/2-36/3-36/4 Part, 37/1-37/1A-37/1B-37/2-37/3 Part.

Plot numbers to be acquired in village Sakhara :

323 to 325

Plot numbers to be acquired in village Ghonsa :

41 to 45, 75 Part, 76 to 79, 83/1-83/2, 84 to 86, 88 to 90, 91/1-91/2, 92, 93/1-93/2-93/3, 94/1-94/2, 95, 96/1-96/2, Nallah Part, river Part.

Boundary description :

- J-K-L** Line starts from point 'J' and passes through village Ghonsa along the outer boundary of plot numbers 41, 42, 43 crosses river then proceeds along the outer boundary of plot numbers 44, 45, 93/1-93/2-93/3, 96/1-96/2, 88, 85, 86, 87 then proceeds through village Dahegaon along the outer boundary of plot numbers 12, 13, 14 and proceeds along the common boundary of villages Dahegaon and Gondhala and meets at point 'L'.
- L-M-F** Line passes through village Gondhala along the outer boundary of plot numbers 30/1-30/1A-30/2, 32/1-32/2-32/3-32/3A-32/3B-32/4, then proceeds through village Sakhara along the outer boundary of plot numbers 324, 323, 325 and meets at point 'F'.
- F-G-H-I-J** Line passes along the common boundary of villages Kumbharkhani, Sakhara and Gondhala and proceeds along the outer boundary of plot numbers 33/1-33/2-33/3, 34/1-34/1A-34/2-34/3 and in plot numbers 37/1-37/1A-37/1B-37/2-37/3, 36/1A-36/1B-36/2-36/3-36/4 and proceeds through village Ghonsa along the outer boundary partly and through plot number 75, then proceeds along the outer boundary of plot numbers 79, 85, 83/1-83/2, crosses river, then proceeds along the northern bank of river and passes along the outer boundary of plot numbers 42, 41 and meets at starting point 'J'.

[No. 43015/12/89-LSW]

शुद्धि पत्र

नई दिल्ली, 14 अक्टूबर, 1991

का.भा. 2759.—भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 17 मार्च, 1990 के पृष्ठ क्रमांक 774 एवं 775 पर प्रकाशित भारत सरकार के ऊर्जा मंत्रालय, कोयला विभाग की अधिसूचना 659 तारीख 15 फरवरी, 1990 में :—

पृष्ठ क्र. 775—

तालिका में, ग्राम स्तम्भ के नीचे—

क्रम संख्या 2—“भोरमा” के स्थान पर “गोरमा” पढ़ें।

तालिका में टिप्पणियां स्तम्भ के नीचे—

क्रम संख्या 3—“भाग” के स्थान पर “संपूर्ण” पढ़ें।

[सं. 43015/27/89-एल.एस.डब्ल्यू]

# CORRIGENDUM

New Delhi, the 14th October, 1991

S.O. 2759.—In the notification of the Government of India in the Ministry of Energy (Department of Coal) S.O. No. 659 dated the 15th February, 1990, published at

page 775 of the Gazette of India, Part-II, Section 3, Sub-Section (ii), dated 17th March, 1990, at page 775, in the Schedule under 'Remark' column against—

- (i) Serial No. 1, for “par”, read “part”;
- (ii) Serial No. 2, for “par”, read “Part”; and
- (iii) Total, for “690.644 Hectares”, read “590.644 Hectares”.

[No. 43015/27/89-LSW]

प्रादेश

नई दिल्ली, 15 अक्टूबर, 1991

का.भा. 2760.—कोयला धारक क्षेत्र (प्रजन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उपधारा (1) के अधीन निकासी गई भारत सरकार के तत्कालीन ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना सं. 3282 तारीख 20 नवम्बर, 1990 के भारत के राजपत्र भाग 2, खंड 3, उपखंड (ii) तारीख 8 दिसम्बर, 1990 में प्रकाशित, होने पर उक्त अधिसूचना से उपाबद्ध अनुसूची में वर्णित भूमि और अधिकार उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन

सभी विल्लगनों से मुक्त होकर आर्थनिक रूप से केन्द्रीय सरकार में निहित हो गए थे;

और केन्द्रीय सरकार का यह समाधान हो गया है कि सेटुल कोल-फील्ड्स लिमिटेड रांची (जिसे इसमें इसके पश्चात् सरकारी कंपनी कहा गया है), ऐसे निबंधनों और शर्तों का, जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए राजामंद है;

अतः, केन्द्रीय सरकार उक्त अधिनियम की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि इस प्रकार निहित उक्त भूमि और अधिकार 8 दिसम्बर, 1990 में केन्द्रीय सरकार में इस प्रकार निहित बने रहने की बजाए, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, सरकारी कंपनी में निहित हो जाएंगे, अर्थात् :—

- (1) सरकारी कंपनी, उक्त अधिनियम के उपबंधों के अधीन अधिधारित प्रतिफल, ब्याज, नुकसानी और बँसी ही सबों की बाबत किए गए सभी संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी।
- (2) सरकारी कंपनी द्वारा, शर्त (1) के अधीन केन्द्रीय सरकार का संदेय रकमों का अवधारण करने के प्रयोजन के लिए एक अधिकरण का गठन किया जाएगा तथा ऐसे किसी अधिकरण और ऐसे अधिकरण की सहायता के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय सरकारी कंपनी वहन करेगी और इसी प्रकार, निहित उक्त भूमि में या उस पर के अधिकारों के लिए या उनके संबंध में सभी विधिक कार्यावाहियों जैसे अपील आदि की बाबत उपगत सभी व्यय भी, सरकारी कंपनी वहन करेगी।
- (3) सरकारी कंपनी, केन्द्रीय सरकार या उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में, जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यावाहियों के संबंध में आवश्यक हों, क्षतिपूर्ति करेगी।
- (4) सरकारी कंपनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी।
- (5) सरकारी कंपनी ऐसे निवेशों या शर्तों का, जो केन्द्रीय सरकार द्वारा आवश्यकतानुसार उक्त भूमि के विशिष्ट क्षेत्रों के लिए किए जाएं या अधिरोपित की जाएं, पालन करेगी।

[स. 43015/15/88-एल एस डब्ल्यू]

#### ORDER

New Delhi, the 15th October, 1991

S.O. 2760.—Whereas on the publication of the notification of the Government of India in the then Ministry of Energy (Department of Coal) No. 3282, dated the 20th November, 1990, in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 8th December, 1990, issued under sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the lands and rights described in the schedule appended to the said notification (hereinafter referred to as the said lands) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act;

And whereas the Central Government is satisfied that the Central Coalfields Limited, Ranchi (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 11 of the said Act, the Central

Government hereby directs that the lands and rights so vested shall, with effect from the 8th December, 1990, instead of continuing to so vest in the Central Government, shall vest in the Government Company, subject to the following terms and conditions, namely :—

- (1) The Government company shall reimburse the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act;
- (2) A tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the Government company under condition (1) and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the Government Company; and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc., for or in connection with the rights in or over the said lands so vesting shall also be borne by Government company;
- (3) The Government company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the rights in or over the said lands so vested;
- (4) The Government company shall have no power to transfer the said lands to any other person without the previous approval of the Central Government;
- (5) The Government company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said lands as and when necessary.

[No. 43015/15/88-LSW]

प्रादेश

नई दिल्ली, 16 अगस्त, 1991

का.प्रा 2761.—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उपधारा (i) के अधीन जारी की गई भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना सं. का.प्रा. 1501 तारीख 14 मई, 1990 के भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 26 मई, 1990 में प्रकाशित होने पर उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि और ऐसी भूमि में या उस पर के अधिकार उक्त अधिनियम की धारा 10 की उपधारा (i) के अधीन, सभी विल्लगनों से मुक्त होकर आर्थनिक रूप से केन्द्रीय सरकार में निहित हो गए थे;

और, केन्द्रीय सरकार का यह समाधान हो गया है कि सेटुल कोल-फील्ड्स लि., रांची (जिसे इसमें इसके पश्चात् सरकारी कंपनी कहा गया है), ऐसे निबंधनों और शर्तों का, जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए राजामंद है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि इस प्रकार निहित उक्त भूमि और उसमें या उस पर के सभी अधिकार, तारीख 26 मई, 1990 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने की बजाए, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए सरकारी कंपनी में निहित हो जाएंगे, अर्थात् :—

- (1) सरकारी कंपनी, उक्त अधिनियम के उपबंधों के अधीन अधिधारित प्रतिफल, ब्याज, नुकसानी और बँसी ही सबों की बाबत किए गए सभी संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी।



- (2) सरकारी कंपनी द्वारा शर्तें (I) के अधीन, केन्द्रीय सरकार को संदेय रकमों का व्यवस्थापन करने के प्रयोजन के लिए एक अधिग्रहण का गठन किया जायगा तथा ऐसे किसी अधिग्रहण और ऐसे अधिग्रहण की सहायता के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, सरकारी कंपनी वहन करेगी और इसी प्रकार निहित उक्त भूमि में या उन पर के अधिकारों के लिए या उनके संबंध में सभी विधिक कार्रवाहों की बाब उपगत सभी व्यय भी सरकारी कंपनी वहन करेगी।

- (3) सरकारी कंपनी, केन्द्रीय सरकार या उनके पदाधारियों की ऐसे किसी अन्य व्यय के संबंध में, जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के संबंध में, केन्द्रीय सरकार या उसके पदाधारियों द्वारा या उनके विरुद्ध किसी कार्यवाहियों के संबंध में आवश्यक हों, क्षतिपूर्ति करेगी।
- (4) सरकारी कंपनी को, केन्द्रीय सरकार के पूर्ण अनुमोदन के बिना, उक्त भूमि किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी; और
- (5) सरकारी कंपनी, ऐसे निदेशों या शर्तों को, जो केन्द्रीय सरकार द्वारा जब कभी आवश्यक हों, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएं या अधिरोपित की जाएं, पालन करेगी।

[फा.सं. 43015/13/89-एल एन डब्ल्यू]

#### ORDER

New Delhi, the 16th August, 1991

S.O. 2761.—Whereas on the publication of the notification of the Government of India in the then Ministry of Energy (Department of Coal) No. S.O. 1501, dated the 14th May, 1990 in the Gazette of India, Part II, Section 3, sub-section (ii) dated the 26th May, 1990 issued under sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the land and all rights in or over such land described in the Schedule appended to the said notification vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act;

And whereas the Central Government is satisfied that the Central Coalfields Limited, Ranchi (hereinafter referred to

as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 11 of the said Act, the Central Government hereby directs that the lands and all rights in or over such land so vested shall, with effect from the 26th May, 1990, instead of continuing to so vest in the Central Government, shall vest in the Government Company, subject to the following terms and conditions, namely:—

- (1) The Government company shall reimburse the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act;
- (2) A tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the Government company under condition (1) and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the Government Company; and similarly, all expenditure incurred in respect of all legal proceedings for or in connection with the rights in or over the said land, so vesting shall also be borne by Government company;
- (3) The Government company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the rights in or over the said lands so vested;
- (4) The Government company shall have no power to transfer the said lands to any other person without the previous approval of the Central Government; and
- (5) The Government company shall have abide by such directions or conditions as may be given or imposed by the Central Government for particular areas of the said land as and when necessary.

[No. 43015/13/89-LSW]

नई दिल्ली, 28 अक्तूबर, 1991

का.आ. 2762.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) के अधीन भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii), तारीख 4 नवम्बर, 1989 में पृष्ठ 3334 से 3336 पर प्रकाशित भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना का.आ. सं. 2795 तारीख 18 अक्तूबर, 1989 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 1154.494 हेक्टर (लगभग) या 2852.82 एकड़ (लगभग) है, कोयले का पूर्वक्षण करने के अपने आशय की सूचना दी थी;

2. और केन्द्रीय सरकार का यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में वर्णित उक्त भूमि के भाग में कोयला अभिप्राप्य है।

3. और केन्द्रीय सरकार ने कोयला नियंत्रक, 1 काउंसिल हाऊस स्ट्रीट, कलकत्ता को अधिसूचना सं. का.आ. 2519 तारीख 11 जून, 1983 द्वारा उक्त अधिनियम की धारा 3 के अधीन सक्षम प्राधिकारी नियुक्त किया है।

4. अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इससे संलग्न अनुसूची में वर्णित 320.742 हेक्टर (लगभग) या 792.57 एकड़ (लगभग) माप की भूमि या ऐसी भूमि में या उन पर के समस्त अधिकारों का अर्जन करने के अपने आशय की सूचना देती है।

5. इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक सं. सी-1(ई)/III/जी.आर./489-0591 तारीख 25 मई, 1991 का निरोक्षण कलक्टर, छिदावाड़ा पिन 480001 (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, काउंसिल हाऊस स्ट्रीट,

कनकता पिन 700001 के कार्यालय में या वेस्टर्न कोलफील्ड लिमिटेड (राजस्व अनुभाग), कोल स्टेट सिविल लाइन (नागपुर)-440001 (महाराष्ट्र) के कार्यालय में किया जा सकता है।

6. इस अधिसूचना से संलग्न अनुसूची में वर्णित भूमि से हितवन् कोई भी व्यक्ति उक्त अधिनियम की धारा 8 के अधीन उस तारीख से 30 दिन के भीतर जिसकी उस राजपत्र की प्रतियां, जिसमें यह अधिसूचना प्रकाशित हुई है जनता को उपलब्ध करा दी जाती है, सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में लिखित रूप में आपत्ति कर सकेगा।

#### अनुसूची

उर्धन ब्लॉक

पेच क्षेत्र

जिला छिन्दवाड़ा (मध्य प्रदेश) रेखांक सं. सी. 1(ई)/III/जी.आर./489 तारीख 25-5-1991

ममस्त अधिकार

क्रम सं.	ग्राम का नाम	पटवारी सफल संख्यांक	बन्दोबस्त संख्यांक	तहसील	जिला	क्षेत्र हैक्टरों में	टिप्पण
1. उर्धन		66	24	परसिया	छिन्दवाड़ा	278.158	भाग
2. जमुनिया		66	192	परसिया	छिन्दवाड़ा	42.584	भाग

कुल क्षेत्र 320-742 हैक्टर (लगभग)

या

792.57 एकड़ लगभग

उर्धन ग्राम में अर्जित किए जाने वाले प्लॉट संख्यांक :

26(भाग), 58(भाग), 59(भाग), 60(भाग), 61, 62, 63(भाग), 64/1(भाग), 67 (भाग), 230 (भाग), 231 (भाग), 232 (भाग), 233 (भाग), 234 (भाग), 235 (भाग), 236 (भाग), 237 (भाग), 238 (भाग), 239 (भाग), 240 (भाग), 241 (भाग), 242 से 281, 282 (भाग), 283 (भाग), 284, 285 (भाग), 286 (भाग), 287 से 478, 479 (भाग), 480 (भाग), 481 (भाग), 482 (भाग), 484 (भाग)।

जमुनिया ग्राम में अर्जित किए जाने वाले प्लॉट संख्यांक

23 भाग, 24, 25 भाग, 26 भाग, 27 भाग, 28 भाग, 30 भाग, 31 भाग, 32 से 37, 38 भाग, 39 भाग, 60 भाग, 62 भाग, 63 भाग, 64 से 78।

सीमा वर्णन

क-ख : रेखा, बिन्दु "क" से आरम्भ होती है और उर्धन ग्राम में प्लॉट संख्यांक 230, 231, 232 से होकर गुजरती है। उसके पश्चात् प्लॉट सं. 233 और प्लॉट सं. 234, 235, 236, 237 की बाहरी सीमा के साथ-साथ चलती है और "ख" बिन्दु पर मिलती है।

ख-ग-घ : रेखा, उर्धन ग्राम में प्लॉट संख्यांक 238, 239, 241, 240, 67, 64/1, 63 से होकर गुजरती है और प्लॉट सं. 62 और प्लॉट सं. 58, 60, 59, 26, 282, 283, 285, 286 की बाहरी सीमा के साथ-साथ चलती है और ग्राम उर्धन और जमुनिया की सम्मिलित सीमा पर "घ" बिन्दु पर मिलती है।

घ-ङ-च : रेखा, ग्राम जमुनिया में प्लॉट संख्यांक 27, 26, 25 से होकर गुजरती है, उसके पश्चात् जमुनिया ग्राम की सीमा (भागतः) के साथ-साथ चलती है और "च" बिन्दु पर मिलती है।

च-छ : रेखा, ग्राम जमुनिया में प्लॉट संख्यांक 25, 26, 23, 28, 30 से होकर गुजरती है और "छ" बिन्दु पर मिलती है।

- छ-ज : रेखा, जमुनिया ग्राम में प्लॉट सं. 30, 31, 38, 26, 39, 60, 62, 63 से होकर गुजरती है और "ज" बिन्दु पर मिलती है।
- ज-झ-ञ : रेखा, जमुनिया ग्राम में प्लॉट संख्यांक 78, 77, 74, 73, 70, 69, 68 की बाहरी सीमा के साथ-साथ गुजरती है, नत्पश्चात् ग्राम जमुनिया और उर्धन की सम्मिलित सीमा के साथ चलती है और "झ" बिन्दु पर मिलती है।
- ञ-ट : रेखा, ग्राम उर्धन और नहरिया की सम्मिलित सीमा के साथ-साथ गुजरती है और "ट" बिन्दु पर मिलती है।
- र-ट : रेखा, उर्धन ग्राम के प्लॉट संख्या 400, 458, 459, 461, 462, 475, 476, 480, 479, 484 की बाहरी सीमा के साथ-साथ चलती है और "ट" बिन्दु पर मिलती है।
- ठ-ड : रेखा, ग्राम उर्धन और टुमरी की सम्मिलित सीमा के साथ-साथ चलती है और "ड" बिन्दु पर मिलती है।
- य-ड : रेखा, उर्धन ग्राम में प्लॉट संख्यांक 484, 479, 480 से होकर गुजरती है और "ड" बिन्दु पर मिलती है।
- ढ-ण : रेखा, उर्धन ग्राम में प्लॉट संख्यांक 477, 478 की बाहरी सीमा के साथ-साथ चलती है, उसके पश्चात् प्लॉट संख्यांक 480, 482, 481 से गुजरती है और "ण" बिन्दु पर मिलती है।
- ण-त : रेखा, उर्धन ग्राम में प्लॉट संख्यांक 235, 234 और प्लॉट संख्यांक 482, 233, 231, 230 की बाहरी सीमा के साथ-साथ चलती है और "त" बिन्दु पर मिलती है।
- त-क : रेखा, ग्राम उर्धन और टुमरी की सम्मिलित सीमा से होकर गुजरती है और आरम्भिक बिन्दु "क" पर मिलती है।

[फा. सं. 43015/15/89-एल.एस. डब्ल्यू]

New Delhi, the 28th October, 1991

S.O. 2762.—Whereas by the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S.O. 2795, dated the 18th October, 1989 issued under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), published in Part II, Section 3, Sub-section (ii) of the Gazette of India, dated the 4th November, 1989 at pages 3334 to 3336, the Central Government gave notices of its intention to prospect for coal in 1154.194 hectares (approximately) or 2852.82 acres (approximately) of the lands in the locality specified in the Schedule annexed to that notification;

2. And whereas the Central Government is satisfied that coal is obtainable in a part of the said land described in the Schedule appended to this notification;

3. And whereas the Coal Controller, I, Council House Street, Calcutta (Pin 700001) has been appointed by the Central Government as the competent authority under section 3 of the said Act, vide notification No. S.O. 2519, dated the 11th June, 1983;

4. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act the Central Government hereby gives notice of its intention to acquire the lands measuring 320.742 hectare (approximately) or 792.57 acres (approximately) in All Rights, described in the Schedule appended hereto.

5. The plan, bearing No. C-1(E)/III/GR/439-0591, dated the 25th May, 1991, of the area covered by this notification may be inspected in the Office of the Collector, Chhindwara (Pin 480001) (Madhya Pradesh) or in the Office of the Coal Controller, I, Council House Street, Calcutta (Pin 700001) or in the Office of the Western Coalfields Limited (Revenue Section), Coal Estate, Civil Lines, Nagpur-440001 (Maharashtra).

6. Any person interested in the lands described in the Schedule appended to this notification may, within thirty days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the general public, file objection in writing, under section 8 of the said Act, to the said competent authority with regard to the acquisition of the whole or any part of the lands or any rights in or over the said lands.

**SCHEDULE**  
**URDHAN BLOCK**  
**PENCH AREA**  
**DISTRICT CHINDWARA (MADHYA PRADESH)**

[Plan No. C-1(E)/III/GR/489-0591 dated the 25th May, 1991]

**All Rights**

Sl. No.	Name of the village	Patwari circle number	Settlement number	Tehsil	District	Area in hectares	Remarks
1.	Urdhan	66	24	Parasia	Chhindwara	278.158	Part
2.	Jamunia	66	192	Parasia	Chhindwara	42.584	Part
<b>Total Area:</b>						<b>320.742</b> hectares (approximately) or <b>792.57</b> acres (approximately)	

plot numbers to be acquired in village Urdhan:

26 Part, 58 Part, 59 Part, 60 Part, 61, 62, 63 Part, 64/1 Part, 67 Part, 230 Part, 231 Part, 232 Part, 233 Part, 234 Part, 235 Part, 236 Part, 237 Part, 238 Part, 239 Part, 240 Part, 241 Part, 242 to 281, 282 Part, 283 Part, 284, 285 Part, 286 Part, 287 to 478, 479 Part, 480 Part, 481 Part, 482 Part, 484 Part.

Plot numbers to be acquired in village Jamunia:

23 Part, 24, 25 Part, 26 Part, 27 Part, 28 Part, 30 Part, 31 Part, 32 to 37, 38 Part, 39 Part, 60 Part, 62 Part, 63 Part, 64 to 78.

Boundary description:

- A—B** : Line starts from point 'A', passes through village Urdhan in plot numbers 230, 231, 232, then along the outer boundary of plot number 233 and in plot numbers 234, 235, 236, 237 and meets at point 'B'.
- B—C—D** : Line passes through village Urdhan in plot numbers 238, 239, 241, 240, 67, 64/1, 63, then along the outer boundary of plot number 62 and in plot numbers 58, 60, 59, 26, 282, 283, 285, 286 and meets on the common boundary of villages Urdhan and Jamunia at point 'D'.
- D—E—F** : Line passes through village Jamunia in plot numbers 27, 26, 25, then proceeds along the village boundary of Jamunia (Partly) and meets at point 'F'.
- F—G** : Line passes through village Jamunia in plot numbers 25, 26, 23, 28, 30 and meets at point 'G'.
- G—H** : Line passes through village Jamunia in plot numbers 30, 31, 38, 26, 39, 60, 62, 63 and meets at point 'H'.
- H—I—J** : Line passes through village Jamunia along the outer boundary of plot numbers 63, 78, 77, 74, 73, 70, 69, 68, then proceeds along the common boundary of villages Jamunia and Urdhan and meets at point 'J'.

- J—K : Line passes along the common village boundary of villages Urdhan and Neharia and meets at point 'K'.
- K—L : Line passes along the outer boundary of plot numbers 400, 458, 459, 461, 462, 475, 476, 480, 479, 484 of Urdhan village and meets at point 'L'.
- L—M : Line passes along the common village boundary of villages Urdhan and Tumri and meets at point 'M'.
- M—N : Line passes through village Urdhan in plot numbers 484, 479, 480 and meets at point 'N'.
- N—O : Line passes through village Urdhan along the outer boundary of plot numbers 477, 478, then in plot numbers 480, 482, 481 and meets at point 'O'.
- O—P : Line passes through village Urdhan along the outer boundary of plot numbers 235, 234 and in plot numbers 482, 233, 231, 230 and meets at point 'P'.
- P—A : Line passes along the common boundary of villages Urdhan and Tumri and meets at starting point 'A'.

[No. 43015/15/89-LSW]

का. आ. 2763—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (i) के अधीन भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 4 नवम्बर, 1989 में पृष्ठ 3329 में 3331 पर प्रकाशित भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना का.आ सं. 2789 तारीख 5 अक्तूबर, 1989 द्वारा उस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट परिशेष की भूमि में जिसका माप 842.40 हेक्टर (लगभग) या 2081.57 एकड़ (लगभग) है, कोयले का पर्वक्षण करने के अपने आशय की सूचना दी थी।

2. और केन्द्रीय सरकार का यह समाधान हो गया है कि इस अधिसूचना में संलग्न अनुसूची में वर्णित उक्त भूमि के भाग में कोयला अभिप्राय है।

3. और केन्द्रीय सरकार ने कोयला नियंत्रक 1-कार्डमिल हाउस स्ट्रीट कलकत्ता, पिन 700001 की अधिसूचना सं. का. आ. 2519 तारीख 11 जून, 1983 द्वारा उक्त अधिनियम की धारा 3 के अधीन मन्त्रम प्राधिकारी नियुक्त किया है।

4. अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त संलग्न अनुसूची में वर्णित 66.39 हेक्टर (लगभग) या 164.06 एकड़ (लगभग) माप की भूमि या ऐसी भूमि में या उन पर के सम्बन्ध अधिकारों का अर्जन करने के अपने आशय की सूचना देती है।

5. इस अधिसूचना के अन्तर्गत अति वाले क्षेत्र के रेखांक सं. सी-1(ई) iii जे. जे. आर 478-0291 तारीख 8 फरवरी, 1991 का निरीक्षण कलक्टर चन्द्रपुर पिन-442407 (महाराष्ट्र) के कार्यालय में या कोयला नियंत्रक, 1-कार्डमिल हाउस स्ट्रीट कलकत्ता-पिन 700001 के कार्यालय में या वेस्टर्न कोलफील्ड लिमिटेड (राजस्व अनुभाग) कोल एस्टेट मिनिंग लाइन्स नागपुर-440001 (महाराष्ट्र) के कार्यालय में किया जा सकता है।

6. इस अधिसूचना में संलग्न अनुसूची में वर्णित भूमि में हितबद्ध कोई भी व्यक्ति, उक्त अधिनियम की धारा 8 के अधीन उस तारीख से 30 दिन के भीतर जिसमें उस राजपत्र की प्रतियाँ जिसमें यह अधिसूचना प्रकाशित हुई है जनता को उपलब्ध करा दी जाती है। सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किसी अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

अनुसूची

चारगांव ब्लॉक-1

(सिरना ओ. सी.)

वाणी क्षेत्र

जिला चन्द्रपुर (महाराष्ट्र)

रेखांक सं. सी-1 (ई) iii-जे जे ग्रास-478-0291 तारीख 8 फरवरी, 1991

समस्त अधिकार

क्र. सं.	ग्राम का नाम	पटवारी सफिल संख्या	तहसील	जिला	क्षेत्र हैक्टरों में	टिप्पणियां
1.	चारगांव	28-भद्रावती	चन्द्रपुर		66.39	भाग

कुल क्षेत्र : 66.39 हैक्टर (लगभग)

या 164.06 एकड़ (लगभग)

चारगांव ग्राम में अजित किए जाने वाले प्लॉट संख्यांक :

40 भाग 45, 46, 48 से 59, 61, 64, 65, 67, से 75, 76 भाग 78 भाग, 79 भाग 80, 81, 82/2 भाग, 84, 85, 96, 97, 98, भाग, 99-भाग सड़क भाग ।

सीमा वर्णन

क-ख-ग : रेखा, बिन्दु क से आरम्भ होती है और चारगांव ग्राम में प्लॉट संख्यांक 85, 84, 80, 81 और बाहरी सीमा के साथ साथ चलती हुई प्लॉट संख्या 82/2 में से गुजरती है । उसके पश्चात् प्लॉट संख्यांक 96 की बाहरी सीमा के साथ चलती है, उसके पश्चात् प्लॉट संख्यांक 98, 99 में चलती है उसके पश्चात् प्लॉट संख्यांक 67, 68, 65, 64, 61, सड़क की बाहरी सीमा के साथ साथ चलती है और "ग" बिन्दु पर मिलती है ।

ग-घ-ङ : रेखा, चारगांव ग्राम से गुजरती है, सड़क पार करती है और प्लॉट संख्यांक 59, 57, 56, 55, 54, 45, 46, 48, 49, की बाहरी सीमा के साथ साथ चलती है और प्लॉट संख्या 40, 76, 78, 79 से गुजरती है और "च" बिन्दु पर मिलती है ।

च-क : रेखा, चारगांव ग्राम और कुवव ग्राम की सम्मिश्रित सीमा के साथ-साथ गुजरती है और आरम्भिक बिन्दु "क" पर मिलती है ।

[फा. सं. 43015(13)-91-एस.एस. डब्ल्यू]

बी. बी. राव, अवसर सचिव

S.O. 2763.—Whereas by the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S.O. 2789, dated the 5th October, 1989 issued under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) hereinafter referred to as the said Act, published in Part II, Section 3, Sub-section (ii) of the Gazette of India, dated the 4th November, 1989 at pages 3329 to 3331, the Central Government gave notice of its intention to prospect for coal in 842.40 hectares (approximately) or 2081.57 acres (approximately) of the lands in the locality specified in the Schedule annexed to that notification;

2. And whereas the Central Government is satisfied that coal is obtainable in a part of the said lands described in the Schedule appended to this notification;

3. And whereas the Coal Controller, 1, Council House Street, Calcutta (Pin 700001) has been appointed by the Central Government as the competent authority under section 3 of the said Act, vide notification No. S.O. 2519, dated the 11th June, 1983;

4. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the lands measuring 66.39 hectares (approximately, or 164.06 acres (approximately) in All Rights, described in the Schedule appended hereto.

5. The plan, bearing No. C-1(E)/III/JJR/478-0291 dated the 8th February, 1991, of the area covered by this notification may be inspected in the Office of the Collector, Chandrapur (Pin 442401) (Maharashtra) or in the Office of the Coal Controller, 1, Council House Street, Calcutta (Pin 700002) or in the Office of the Western Coalfields Limited (Revenue Section), Coal Estate, Civil Lines, Nagpur-440001 (Maharashtra)

6. Any person interested in the lands described in the Schedule appended to this notification may within thirty days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the general public, file objection in writing, under section 8 of the said Act to the said competent authority with regard to the acquisition of the whole or any part of the lands or any rights in or over the said lands.

### SCHEDULE

#### CHARGAON BLOCK-1

(SIRNA O.C.)

(WANI AREA)

#### DISTRICT CHANDRAPUR (MAHARASHTRA)

(Plan No. C-1(E)/III/JJR/478-0291 dated the 8th February, 1991)

#### All Rights

Sl. No.	Name of village	Patwari circle number	Tahsil	District	Area in hectares	Remarks
1.	Chargaon	28	Bhadravati	Chandrapur	66.39	Part
Total Area:					66.39 hectares (approximately) or 164.06 acres (approximately)	

Plot number to be acquired in village Chargaon:

40 Part, 45, 46, 48 to 59, 61, 64, 65, 67 to 75, 76 Part, 78 Part, 79 Part, 80, 81, 82/2 Part, 84, 85, 96, 97, 98 Part, 99 Part road Part.

#### Boundary description:

- A—B—C** Line starts from point 'A' and passes through village Chargaon along the outer boundary of plot numbers 85, 84, 80, 81 and in plot number 82/2, then along the outer boundary of plot number 96, then in plot numbers 98, 99, then along the outer boundary of plot numbers 67, 68, 65, 64, 61, road and meets at point 'C'.
- C—D—E—F** Line passes through village Chargaon, crosses road, then proceeds along the outer boundary of plot numbers 59, 57, 56, 55, 54, 45, 46, 48, 49 and in plot numbers 40, 76, 78, 79 and meets at point 'F'.
- F—A** Line passes along the common boundary of villages Chargaon and Kunad and meets at starting point 'A'.

[No. 43015/13/91-LSW]

B.B. RAO, Under Secy.

## पर्यावरण और वन मंत्रालय

नई दिल्ली, 7 अक्टूबर, 1991

का.भा. 2764—केन्द्र सरकार 30 जुलाई, 1982 तक यथा संशोधित पशु श्रम नियंत्रण अधिनियम, 1960 की धारा 5 की उपधारा (1) (i) के उपबंधों के अधीन एम.वी.आर. श्री एम. बिसेट, संसद सदस्य (राज्य सभा) को श्री पुरुषोत्तम काकोडकर के स्थान पर भारतीय पशु कल्याण बोर्ड में तत्काल से सदस्य के रूप पर नामजद करती है। बोर्ड के सदस्य के रूप में श्री एम. बिसेट की कार्यविधि 2-3-1992 को समाप्त होगी।

[सं. 26-138/90-व्य जीव(1)]

एम.सी. शर्मा, निदेशक (पशु कल्याण)

## MINISTRY OF ENVIRONMENT &amp; FORESTS

New Delhi, the 7th October, 1991

S.O. 2764.—Under provision of Sub-Section (1)(i), of Section 5 of the Prevention of Cruelty to Animals Act, 1960, as amended upto 30th July, 1982, the Central Government hereby nominates Shri M. Vincent, Member of Parliament (Rajya Sabha) as member of Animal Welfare Board of India with immediate effect in place of Shri Parshottam Kakodkar. The term of Shri M. Vincent as a member of the board would expire on 2-3-1992.

(No. 26-138/90-WL-I)

S. C. SHARMA, Director (Animal Welfare)

## पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 17 अक्टूबर, 1991

का.भा. 2765.—केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाह्य लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) धारा 3 की उपधारा (1) के अधीन निकाली गई भारत सरकार के पेट्रोलियम और रसायन मंत्रालय की अधिसूचना सं. का.भा. 3762 तारीख 31 दिसम्बर, 1988 द्वारा पेट्रोलियम के परिवहन के लिए पाह्य लाइन बिछाने के प्रयोजन के लिए उक्त अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और उक्त अधिनियम की धारा 6 की उपधारा (i) के अनुसरण में सभ्य प्राधिकारी ने केन्द्रीय सरकार को अपनी सूचना रिपोर्ट दे दी है ;

और केन्द्रीय सरकार को उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन करने की घोषणा करती है ;

यह और कि केन्द्रीय सरकार, उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय इंडियन आयल कॉर्पोरेशन लिमिटेड में सभी विलयनों से सूक्त होंकर निहित

## अनुसूची

तहसील : चाकसू

जिला : जयपुर

राज्य : राजस्थान

## क्षेत्रफल

गांव का नाम	खसरा नं.	क्षेत्रफल		
		ट्रेक्टर	गैर	बर्गमीट
1	2	3	4	5
चाकसू	16	0	11	70
	17	0	07	70
	21	0	50	16
	24	0	02	56
	26	0	24	11
	34	0	06	42
	35	0	06	42
	36	0	01	00
	37	0	08	93
	38	0	42	74
	103	0	20	57
	107	0	29	57
	125	0	20	50
	131	0	92	23
	134	0	30	72
	135	0	20	48
	137	0	47	98
	138	0	27	05
	139	0	49	08
	403	0	13	23
	409	0	21	24
	412	0	23	10
	414	0	22	50
	416	0	24	46
	462	0	22	68
	1001	0	03	55
	1033	0	19	05
	1004	0	01	00
	1005	0	07	95
	1009	0	32	86
	1027	0	00	40
	1030	0	11	70
	1048	0	1	71
	1051	0	11	71
	1071	0	16	18
	1072	0	20	52
	1076	0	01	44
	1163	0	01	00
	1164	0	20	97
	1167	0	09	51
	1176	0	23	94
	1178/2	0	31	15
	1181	0	02	62
	1279	0	16	84
	1281	0	06	84
	1164/2309	0	07	31



1	2	3	4	5	1	2	3	4	
शाल की बेंगरी	47	0	37	58	138	0	03	30	
महाविहपुरा उर्फ	1/108	0	23	16	142	0	06	66	
लोखामा	41/0	0	48	27	144	0	04	14	
	4/104	0	03	80	153	5	00	40	
	63	0	97	56	159	0	23	65	
शिवनपुरा	76	0	07	00	161	0	00	68	
	85	0	19	00	162	0	32	60	
	88	0	04	00	167	0	09	38	
शालग्रामपुरा	85	0	30	96	168	0	00	50	
	67	0	07	40	186	0	01	00	
	75	0	14	40					
	91	0	08	65	रावपुरा कुर्ब	67	0	23	80
	92	0	09	50	68	0	22	54	
	93	0	14	40	74	0	32	48	
	94	0	11	70	75	0	12	71	
	96	0	18	00	78	0	01	26	
	97	0	08	50	80	0	46	01	
	100	0	14	62	81	0	04	92	
	138	0	19	23	82	0	03	60	
	139	0	13	19	83	0	14	20	
	142	0	48	24	109	0	10	16	
	144	0	02	53	125	0	13	19	
	151	0	21	96					
शहर	13	0	57	08	मकसूरपुरा	37	0	15	80
	15	0	02	00	38	0	15	14	
	16	0	13	90	39	0	26	24	
	17	0	06	32	74	0	13	58	
	18	0	14	52	75	0	04	32	
	21	0	28	52	76	0	18	00	
	26	0	01	10	164	0	19	62	
	36	0	22	32	167	0	34	16	
	37	0	10	44	168	0	11	28	
	71	0	34	52	176	0	17	20	
	72	0	07	58	177	0	08	12	
	74	0	04	68	183	0	09	86	
	85	0	13	02	185	0	32	18	
	86	0	12	60					
	87	0	01	00	देवकीनन्दपुरा	28	0	20	16
	88	0	13	04	40	0	11	52	
	92	0	05	52	41	0	03	96	
	93	0	14	20	50	0	02	86	
	94	0	02	60	55	0	00	70	
	95	0	07	92	57	0	02	88	
	120	0	07	56	61	0	17	40	
	88/158	0	00	75	62	0	00	56	
	94/156	0	00	45	65	0	18	72	
	139/162/1	0	13	03	79	0	40	23	
	139/162/2	0	15	30					
नवलपुरा	46	0	31	02	भाषनपुरा	6	0	43	00
	49	0	18	46	8	0	22	42	
	59	0	18	32	9	0	01	05	
	61	0	21	50	13	0	02	35	
	62	0	35	30					
	137	0	04	42					

1	2	3	4	5
बक शिवदासपुरा	1/9	0	17	70
	6	0	58	60
	8	0	25	70
सर्लासपुरा	21	0	22	02
	25	0	01	55
	28	0	50	80
	31	0	16	63

[सं. अ०-31015/3/88-ओ. प्रार. -I]

### MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 17th October, 1991

S.O. 2765.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Chemicals No. S.O. 3762, dated the 31st December 1988 issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipeline for the transport of petroleum;

And whereas the competent authority in pursuance of sub-section (1) of section 6 of the said Act has made his report to the Central Government;

And whereas the Central Government after considering the said report is satisfied that the right of user in the lands specified in the Schedule appended to this notification should be acquired;

Now therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the Schedule appended to this notification is hereby acquired;

And further in exercise of the powers conferred by sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest, free from all encumbrances, in the Indian Oil Corporation Limited.

#### SCHEDULE

Tehsil : Chaksu District : Jaipur State : Rajasthan

Name of Village	Survey No.	Area		
		Hec- tare	Are	Sq. Mtrs
1	2	3	4	5
Chaksu	16	0	11	70
	17	0	07	70

1	2	3	4	5
Chaksu	21	0	50	16
	24	0	02	56
	26	0	24	11
	34	0	06	42
	35	0	06	42
	36	0	01	00
	37	0	08	93
	38	0	42	74
	105	0	20	57
	107	0	29	57
	125	0	20	50
	131	0	92	23
	134	0	30	72
	135	0	20	48
	137	0	47	98
	138	0	27	05
	139	0	49	08
	403	0	13	23
	409	0	21	24
	412	0	23	10
	414	0	22	50
	416	0	24	46
	462	0	22	68
	1001	0	03	55
	1003	0	19	05
	1004	0	01	00
	1005	0	07	95
	1009	0	32	86
	1027	0	00	40
	1030	0	11	70
	1048	0	11	71
	1051	0	11	71
	1070	0	01	00
	1071	0	16	18
	1072	0	20	52
	1076	0	01	44
	1163	0	01	00
	1164	0	20	97
	1167	0	09	51
	1176	0	23	90
	1178/2	0	31	15
	1181	0	02	62
	1279	0	16	84
	1281	0	06	94
	1164/2309	0	07	31
Sheel Ki Dungri	47	0	37	56
Maha Singh Pura	1/108	0	23	16
Urf Lakhawas				
	4/103	0	48	27
	4/104	0	03	80
	63	0	97	56
Dadan Pura	76	0	07	00
	85	0	19	0
	88	0	04	00

1	2	3	4	5	1	2	3	4	5
Salgaranpura	65	0	30	96	Nangal Pura	168	0	00	50
	67	0	07	40		186	0	01	00
	75	0	14	40	Raipura Khurd	67	0	23	80
	91	0	08	65		68	0	22	54
	92	0	09	50		74	0	32	48
	93	0	14	40		75	0	12	71
	94	0	11	70		78	0	01	26
	96	0	18	00		80	0	46	01
	97	0	08	50		81	0	04	92
	100	0	14	62		82	0	03	60
	138	0	19	23		83	0	14	20
	139	0	13	19		109	0	10	16
	142	0	48	24		125	0	13	19
	144	0	02	53	Mak Sudanpura	37	0	15	50
	151	0	21	96		38	0	15	14
Dahar	13	0	37	08		39	0	26	24
	15	0	02	00		74	0	13	58
	16	0	13	90		75	0	04	32
	17	0	06	32		76	0	18	00
	18	0	14	52		164	0	19	62
	21	0	28	52		167	0	34	16
	26	0	01	10		168	0	11	28
	36	0	22	32		176	0	17	20
	37	0	10	44		177	0	08	12
	71	0	34	52		183	0	09	86
	72	0	07	58		185	0	32	18
	74	0	04	68	Devki Nandanpura	28	0	20	16
	85	0	13	04		40	0	11	52
	86	0	12	60		41	0	03	96
	87	0	01	00		50	0	02	86
	88	0	13	04		55	0	00	70
	92	0	05	52		57	0	02	88
	93	0	14	20		61	0	17	40
	94	0	02	60		62	0	00	56
	95	0	07	92		65	0	18	72
	120	0	07	56		79	0	40	23
	88/158	0	00	75	Madhav Singh Pura	6	0	43	00
	94/156	0	00	45		8	0	22	42
	139/162/1	0	13	03		9	0	01	05
	131/162/2	0	15	30		15	0	02	53
Nangal Pura	46	0	31	02	Chaksho Daspura	1/9	0	17	70
	49	0	18	46	No. 2	6	0	58	60
	52	0	18	32		8	0	25	70
	61	0	21	50	Santosh Pura	21	0	22	02
	62	0	35	30		25	0	01	55
	137	0	04	42		28	0	50	80
	138	0	03	30		31	0	46	63
	142	0	06	66					
	144	0	04	14					
	158	0	00	40					
	159	0	23	65					
	161	0	00	66					
	162	0	32	60					
	167	0	09	38					

का.प्र. 2766-वेस्टीय सरकार ने, वेस्टीयम और बनिम पाश्चिमात् (भूमि में उपयोग के अधिकार का अर्थ) अधिनियम 1962 (1962 का 59) की (जिसे इसमें इसके पश्चात् 'उक्त अधिनियम' कहा गया है) द्वारा 3 की उपधारा (1) के अधीन निकासी गई भारत सरकार के वेस्टीयम और रसायन मंत्रालय की अधिसूचना में, का.प्र. 2761 तारीख 31 दिसम्बर, 1988 द्वारा वेस्टीयम के परिवर्तन के लिए पाश्चिमात् लाईन विभागे के प्रयोजन के लिए उक्त अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का धर्जन करने के अपने ध्यान की घोषणा की थी;

और उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में अधिनियम प्राधिकारों ने केन्द्रीय सरकार की अपनी रिपोर्ट दे दी है,

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह उद्घाटन हो गया है कि उक्त अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का धर्जन किया जाए,

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का धर्जन करने की घोषणा करती है;

यह और कि केन्द्रीय सरकार, उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देता है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय इंडियन वायल कॉर्पोरेशन लिमिटेड में तबों विभागों में सन्तुष्ट होकर निहित होगा।

#### अनुसूची

राज्यीय : बस्ती	जिला : प्रमपुर	राज्य : राजस्थान
क्षेत्रफल		
गांव का नाम	क्षेत्रफल में	हैक्टर ऐकर बर्गमीटर
1	2	3 4 5
बिजनसिंहपुरा	95	0 06 16
	96	0 24 60
	97	0 10 45
	109	0 17 85
	110	0 11 86
	111	0 08 40
	113	0 03 60
	115	0 23 25
	116	0 10 90
	120	0 28 50
रसायना	3	0 06 85
	4	0 08 10
	5	0 06 85
	7	0 02 95
	9	0 13 60
	16	0 10 90
	17	4 04 70

1	2	3	4	5
रसायना	18	0	24	39
	20	0	03	20
	23	0	10	30
	24	0	14	80
	25	0	06	60
	94	0	24	90
	96	0	33	20
	97	0	09	35
	105	0	30	03
	109	0	09	90
	112	0	29	20
	113	0	07	65
बाबा की तांगल	1	0	11	10
	4	0	32	90
	5	0	30	60
	16	0	22	70
	17	0	47	10
	18	0	08	44
	19	0	34	15
	34	0	34	95
	37	0	29	75
	39	0	10	00
	50	0	11	65
	52	0	08	60
	55	0	25	85
	56	0	00	50
	57	0	16	30
	59	0	09	65
	62	0	14	35
	64	0	27	25
	66	0	12	50
कातरबाथ	33	0	09	55
	34	0	04	20
	36	0	01	60
	58	0	14	25
	60	0	04	25
	66	0	21	85
	179	0	22	45
	182	0	25	0
	183	0	02	15
	199	0	13	45
	200	0	13	45
	203	0	18	0
	205	0	12	00
	206	0	14	15
	207	0	21	20
	254	0	04	60
कुरथन	19	0	08	95
	26	0	11	60
	27	0	05	80
	28	0	15	15
	30	0	19	45
	35	0	12	35

1	2	3	4	5
बूंदेल	48	0	10	20
	50	0	05	65
	51	0	02	20
	156	0	06	35
	166	0	15	25
	186	0	17	40
	190	9	08	85
	191	0	00	75
	192	0	09	00
	197	0	09	10
	198	0	00	25
	208	0	00	25
	214	0	29	80
	215	0	05	25
	222	0	17	55
	223	0	02	20
	224	0	01	65
	225	0	29	45
	227	0	00	50
	230	0	08	40
	231	0	07	30
	238	0	28	60
	240	0	01	55
भटसरी	1	0	27	90
	3	0	04	85
	83	0	22	10
	84	0	00	25
	85	0	11	20
	93	0	05	40
	94	0	43	25
	96	0	17	65
	97	0	02	90
	98	0	01	80
	99	0	28	10
	37	0	11	30

[सं.ओ.-31015/3/88-ओ.प्रार-1]

S.O. 2766.—Whereas [by the notification of the Government of India in the Ministry of Petroleum and Chemicals No. S.O. 3761, dated the 31st December, 1988 issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipeline for the transport of petroleum;

And whereas the competent authority in pursuance of sub-section (1) of section 6 of the said Act has made his report to the Central Government;

And whereas the Central Government after considering the said report is satisfied that the right of user in the lands specified in the Schedule appended to this notification should be acquired;

Now therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the Schedule appended to this notification is hereby acquired;

And further in exercise of the powers conferred by sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead, of vesting in the Central Government, vest, free from all encumbrances, in the Indian Oil Corporation Limited.

## SCHEDULE

Tehsil : Buxi District : Jaipur State : Rajasthan				
Name of Village	Survey No.	Area		
		Hec-tare	Are	Sq. Mtrs.
1	2	3	4	5
Vishansing Pura	95	0	06	16
	96	0	24	60
Vishansing Pura	97	0	10	45
	109	0	17	85
	110	0	11	80
	111	0	07	40
	113	0	03	60
	115	0	23	25
	116	0	10	90
	120	0	28	50
Ralawata	3	0	06	85
	4	0	08	10
	5	0	06	85
	7	0	02	06
	9	0	13	60
	16	0	10	90
	17	0	04	70
	18	0	24	30
	20	0	03	20
	23	0	10	30
	24	0	14	80
	25	0	06	60
	94	0	24	90
	96	0	33	20
Bala Ki Nangal	97	0	09	35
	105	0	30	05
	109	0	09	90
	112	0	29	10
	113	0	07	65
	1	0	11	30
	4	0	32	90
	5	0	30	60
	16	0	22	70

1	2	3	4	5	1	2	3	4	5
Bala Ki Nangal	17	0	47	10	Burthal	227	0	00	50
	18	0	08	44		230	0	08	40
	19	0	34	15		231	0	07	30
	34	0	34	95		238	0	28	60
	37	0	29	75		240	0	01	55
	39	0	10	00	Bhatesari	1	0	27	90
	50	0	11	65		3	0	04	85
	52	0	08	60		83	0	22	10
	55	0	25	85		84	0	00	25
	56	0	00	50		86	0	11	20
	57	0	16	30		93	0	05	40
	59	0	09	65		94	0	43	20
	62	0	14	85		96	0	17	65
	64	0	27	25		97	0	02	90
	66	0	12	50		98	0	01	80
Kanarwas	33	0	09	55		99	0	28	10
	34	0	04	20		37	0	11	30
	36	0	01	60	[No. O-31015/3/88-O.R.-I]				
	58	0	14	25	का.सा. 3767--केन्द्रीय सरकार ने, पेट्रोलियम और खनिज माध्यम				
	60	0	04	25	लाभन (भूमि उपयोग के अधिकार का प्रजनन) अधिनियम, 1962 (1962				
	66	0	21	85	का 50) का (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है)				
	179	0	22	45	धारा 3 की उपधारा 10 के अधोलिखित गरी भारत सरकार के				
	182	0	25	00	पेट्रोलियम और रसायन मंत्रालय की अधिसूचना सं० का.सा. 3763				
	183	0	02	45	तारीख 31 दिसम्बर, 1983 द्वारा पेट्रोलियम के परिवहन के लिए पाइप-				
	199	0	13	45	लाइन बिछाने के प्रयोजन के लिए उक्त अधिसूचना में संलग्न अनुसूची में				
	200	0	06	75	विनिर्दिष्ट भूमि में उपयोग के अधिकार का प्रजनन करने के अपने अधिकार				
	203	0	18	40	की घोषणा की थी;				
	205	0	12	00	और उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में				
	206	0	14	15	मध्यम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;				
	207	0	21	20	और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात्				
	254	0	04	60	यह समाधान हो गया है कि यह अधिसूचना में संलग्न अनुसूची में विनि-				
Burthal	19	0	08	95	र्दिष्ट भूमि में उपयोग के अधिकार का प्रजनन किया जाए;				
	26	0	11	60	अथ, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1)				
	27	0	05	80	द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना में संलग्न				
	28	0	06	15	अनुसूची में विनिर्दिष्ट भूमि में प्रयोग के अधिकार का प्रजनन करने की				
	30	0	19	55	घोषणा करती है;				
	38	0	12	35	यह और कि केन्द्रीय सरकार, उक्त धारा की उपधारा (4) द्वारा				
	48	0	10	20	प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देता है कि उक्त भूमि				
	50	0	05	65	में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय इंडियन				
	51	0	02	20	ऑयल कॉर्पोरेशन लिमिटेड में सभी विलयनों से मुक्त कर निहित				
	156	0	06	35	होगा।				
	166	0	15	25	अनुसूची				
	186	0	17	40	तहसील : भांगानेर				
	190	0	08	85	जिला : जयपुर				
	191	0	00	75	राज्य : राजस्थान				
	192	0	09	00	शेखर				
	197	0	09	10	शक्ति का नाम				
	198	0	00	25	खसरा नं०				
	208	0	00	25	हेक्टर				
	214	0	29	80	गैर				
	215	0	05	25	अर्गमेट				
	222	0	17	55	1	2	3	4	5
	223	0	02	20	मिरौली	234	0	07	00
	224	0	01	65		235	0	06	31
	225	0	29	45		236	0	00	50

1	2	3	4	5	1	2	3	4	5
	237	0	00	40		390	0	01	00
	240	0	05	26		391	0	01	70
	241	0	07	82		392	0	19	68
	247	0	01	50		406	0	08	96
	248	0	10	42		407	0	05	04
	249	0	08	28		408	0	08	98
	2006	0	88	04		409	0	07	20
	2007	0	12	42		410	0	05	84
	2009	0	28	00	गोविन्दपुरा एक मातासूता	1	0	27	00
	2109	0	19	08		3	0	05	60
	2119	0	25	52		5	0	10	80
	2114	0	12	90		9	0	03	66
	2115	0	10	08		12	0	14	04
गोविन्दपुरा एक मातासूता	801	0	00	60		14	0	00	80
	806	0	11	00		24	0	00	50
	827	0	00	60		27	0	02	88
	838	0	01	61		28	0	05	96
	839/1	0	11	64		29	0	18	18
	839/2	0	09	58		47	0	10	90
	840	0	05	06	हीरापुरा बागबा	291	0	00	45
	841	0	06	98		292	0	21	21
	842/1	0	00	50		293	0	04	50
	842/2	0	12	28		297	0	19	08
	885	0	01	48		298	0	11	52
	886	0	01	00		301	0	07	56
	887	0	00	50		308	0	19	44
	891	0	01	68		309	0	21	96
	892	0	09	98	सन्निधिम	427	0	11	40
	893	0	07	20		444	0	13	68
	895	0	00	40		445	0	13	08
	840/1176	0	07	02		449	0	19	52
श्रीरी रोपाडा	29	0	13	68		450	0	01	00
	30	0	01	80		459	0	07	44
	157	0	11	16		460	0	16	38
	158	0	09	00		462	0	10	06
	159	0	09	00		464	0	05	16
	257	0	06	84		472	0	22	06
	258	0	07	20		473	0	01	02
	259	0	01	00	पारुरी मीना	173	0	06	84
	263	0	02	16		174	0	00	50
	264	0	05	76		177	0	01	08
	265	0	08	64		178	0	11	34
	266	0	01	00		179	0	01	26
	267	0	02	88		180	0	12	96
	268	0	01	20		183	0	12	10
	269	0	08	90		186	0	11	52
	354	0	02	50		187	0	06	84
	355	0	06	50		188	0	03	80
	356	0	12	24		242	0	01	80
	357	0	01	62		243	0	15	12
	358	0	06	30		244	0	00	90
	388	0	04	68		245	0	06	66
	389	0	15	12					

1	2	3	4	5	1	2	3	4	5
	268	0	25	00	248	0	10	42	
	269	0	01	60	249	0	08	28	
	414	0	46	28	2006	0	58	04	
	415	0	22	68	2007	0	12	42	
[सं. ओ-31015/3/88-ओ.प्रार.-1]					2009	0	28	00	
कुलदीप सिंह, सचिव					2109	0	19	08	
					2110	0	25	52	
					2114	0	12	90	
					2115	0	10	08	
					Govindpura				
					Urf Ropara 803	0	00	60	
					806	0	12	00	
					837	0	00	60	
					838	0	01	62	
					839/1	0	11	64	
					839/2	0	09	58	
					841	0	06	98	
					840	0	05	06	
					842/1	0	00	50	
					884/2	0	12	28	
					885	0	01	48	
					886	0	01	00	
					887	0	00	50	
					891	0	01	68	
					892	0	09	98	
					893	0	07	20	
					895	0	00	40	
					840/1176	0	07	02	
					Khori-				
					Ropara 29	0	13	68	
					30	0	01	80	
					157	0	11	16	
					158	0	09	00	
					159	0	09	00	
					257	0	06	84	
					258	0	07	20	
					259	0	01	00	
					263	0	02	16	
					264	0	05	70	
					265	0	08	64	
					266	0	01	00	
					267	0	02	88	
					268	0	01	20	
					269	0	08	90	
					354	0	02	50	
					355	0	06	50	
					356	0	12	24	
					357	0	01	62	
					358	0	06	30	
					388	0	04	68	
					389	0	15	12	
					390	0	01	00	
					391	0	01	70	
					392	0	19	08	
					406	0	08	96	
					407	0	05	04	

S.O. 2767.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Chemicals No. S.O. 3763, dated the 31st December, 1988 issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipeline for the transport of petroleum;

And whereas the competent authority in pursuance of sub-section (1) of section 6 of the said Act has made his report to the Central Government;

And whereas the Central Government after considering the said report is satisfied that the right of user in the lands specified in the Schedule appended to this notification should be acquired;

Now therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the Schedule appended to this notification is hereby acquired;

And further in exercise of the powers conferred by sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest, free from all encumbrances, in the Indian Oil Corporation Limited.

#### SCHEDULE

Tehsil— Sanganer	District—Jaipur	State—Rajasthan		
Name of Village	Survey No.	Area		
		Hactare	Area	Sq. Mtrs.
1	2	3	4	5
Suoli	234	0	07	00
	235	0	06	34
	236	0	00	50
	237	0	00	40
	240	0	06	26
	241	0	07	82
	247	0	01	50



1	2	3	4	5
	408	0	08	98
	409	0	07	20
	410	0	5	84
Govindpura				
Urf Mata				
Sula	1	0	27	00
	3	0	05	60
	5	0	10	80
	9	0	03	66
	13	0	14	04
	14	0	00	80
	24	0	00	50
	27	0	02	88
	28	0	05	96
	29	0	18	48
	47	0	10	90
Hirapura				
Baskhow	291	0	00	45
	292	0	24	21
	293	0	04	50
	297	0	19	08
	298	0	11	52
	301	0	07	56
	308	0	19	44
	309	0	21	96
Loniawas	427	0	11	40
	444	0	13	68
	445	0	13	68
	449	0	19	52
	450	0	0	00
	459	0	07	44
	460	0	16	38
	462	0	10	06
	464	0	05	16
	472	0	22	06
	473	0	01	62
Palri Mee n	173	0	6	84
	174	0	00	50
	177	0	01	08
	178	0	11	34
	179	0	01	26
	180	0	12	96
	183	0	12	10
	186	0	11	52
	187	0	06	84
	188	0	03	80
	242	0	01	80
	243	0	15	12
	244	0	09	90
	245	0	06	66
	263	0	25	00
	269	0	03	60
	414	0	46	26
	415	0	22	68

[No. O-31015/3/88-OR-I.]  
KULDIP SINGH, Under Secy.

शहरी विकास मंत्रालय

(संपदा निदेशालय)

नई दिल्ली, 5 अक्टूबर, 1991

का.आ. 2768.—सरकारी निवास स्थान आबंटन (दिल्ली में साधारण पूल) नियम, 1963 के अनु. नि. 317-ख-2 की धारा "ख" के अनुसरण में राष्ट्रपति एतद्वारा 1 जनवरी 1992 से 31 दिसम्बर, 1993 तक की अवधि को अगले आबंटन वर्ष के रूप में अधिमूचित करते हैं।

[का. सं. 12035 (6) 91- नीति (II)]

रत्नदेव सहाय, संपदा उपनिदेशक

MINISTRY OF URBAN DEVELOPMENT

(Directorate of Estates)

New Delhi, the 5th October, 1991

S.O. 2768.—In pursuance of clause (b) of SR-317-B-2 of the Allotment of Govt. Residences (General Pool in Delhi) Rules, 1963, the President hereby notifies the period commencing on the 1st day of January, 1992 and ending on 31st day of December, 1993 as the period of next Allotment Year.

(F. No. 12035(6)/91-Pol.II)

R. D. SAHAY, Dy. Director of Estate

नागर विमानन और पर्यटन मंत्रालय

(नागर विमानन विभाग)

नई दिल्ली, 11 अक्टूबर, 1991

का.आ. 2769.—राष्ट्रीय विमानपत्तन प्राधिकरण अधिनियम 1985 (1985 का 64) के उपखंड 3 (ग) के खंड (3) द्वारा प्रदत्त शक्तियों का उपयोग करते हुए केन्द्रीय सरकार राष्ट्रीय विमानपत्तन प्राधिकरण में पूर्णकालिक सदस्य (प्रचालन एअर वाइस मार्शल एच. एम. शाहुल को, 1 अगस्त, के पूर्वाह्न से 3 मास की अवधि के लिए अथवा नियमित उम्मीदवार की नियुक्ति होने तक, इनमें से जो भी पहले हो, राष्ट्रीय विमानपत्तन प्राधिकरण में सदस्य इंजीनियरिंग और योजना के पद का अतिरिक्त कार्यभार सौंपती है।

[सं. ए. बी. 11015/2/90-एन. ए. ए. (बीबी)]

प्रकाश चन्द्र, अवर सचिव

MINISTRY OF CIVIL AVIATION & TOURISM

(Deptt. of Civil Aviation)

New Delhi, the 11th October, 1991

S.O. 2769.—In exercise of the power conferred by Sub-Section 3 (c) of Section (3) of the National Airports Authority Act, 1985 (64 of 1985) the Central Government hereby entrusts to Air Vice Marshal H. M. Shahul whole time Member (Operations) in the National Airports Authority the additional charge of the post of Member (Engg. & Planning) in NAA for a period of 3 months w.e.f. the forenoon of 1st August, 1991 or till a regular incumbent is appointed, whichever is earlier.

[No. AV-11015/2/90-NAA (VB)]

PRAKASH CHANDRA, Under Secy.

## श्रम मंत्रालय

नई दिल्ली, 3 अक्टूबर, 1991

का. आ. 2770 औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार न्यू सतग्राम यूनिट आफ मैसर्स ई. सी. लि. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण आसनसोल के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-10-91 को प्राप्त हुआ था।

## MINISTRY OF LABOUR

New Delhi, the 3rd October, 1991

S.O. 2770.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Asansol, as shown in the Annexure in the industrial dispute between the employers in relation to the management of New Satgram Unit of M/s. E.C. Ltd. and their workmen, which was received by the Central Government on 3rd October, 1991.

## ANNEXURE

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ASANSOL

Reference No. 22/90

## PRESENT :

Shri N. K. Saha, Presiding Officer.

## PARTIES :

Employers in relation to the Management of New Satgram Unit of Satgram (R) Colliery of M/s. Eastern Coalfields Ltd.

AND

Their Workman.

## APPEARANCES :

For the Employers—Sri P. K. Das, Advocate.

For the Workman—Sri C. S. Mukherjee, Advocate.

INDUSTRY : Coal. STATE : West Bengal.  
Dated, the 23rd September, 1991

## AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication vide Ministry's Order No. L-22012(31)/90-IR(C.II) dated the 1st June, 1990.

## SCHEDULE

"Whether the action of the Management of New Satgram Unit of Satgram (R) Colliery of M/s. Eastern Coalfields Ltd., in certifying loss of employment from 6th April, 1987 and providing employment to the dependant of Sri Basu Gope, Surface Trammer, was justified? If not, to what relief the workman concerned is entitled?"

2. The case of the union in brief is that Sri Basu Gope the concerned workman of this case was a permanent surface trammer of New Satgram unit of Satgram (R) Colliery of M/s. Eastern Coalfields Ltd. During the course of his employment he became a prey of T.B. and was under the medical treatment of the Colliery Doctors from 1984. He was suffering from incurable type of T.B. and was unable to perform his duty. He approached the management to declare him medically unfit. But the management deferred the matter with a motive to deprive the workman from getting benefit of Clause 9.4.3. of NCWA-III. When the workman was absent from duty due to his inability to work, he was superannuated w.e.f. 28-6-88. The action of the management was totally unjustified.

3. The workman raised dispute for conciliation. But the attempts of conciliation failed and the matter was sent to the Ministry of Labour. The Ministry of Labour referred the dispute to this Tribunal for adjudication.

4. The case of the management in brief is that the concerned workman made representation for his voluntary retirement on medical grounds on 5th April, 1987 and he was directed to appear before the Medical Board as per rules. The said Medical Board after thorough examination declared the concerned workman fit for duty and advised him for continuous treatment. The employee again approached the management for review of his case and the management referred him to an Area Level Screening Committee and the Screening Committee after considering the relevant documents did not find any ground to refer him to the Medical Board once again. He was rightly superannuated w.e.f. 28th June, 1988. Before his retirement he could not attend his duty for some time but for that it cannot be said that he was not fit to perform his normal duties. The workman cannot get any benefit/relief in this reference.

5. Admittedly Sri Basu Gope was a permanent Surface Trammer of Satgram (R) Colliery of M/s. Eastern Coalfields Ltd. It is admitted that he was superannuated w.e.f. 28th June, 1988 and before his retirement he was absent for sometime. It is not disputed that the workman suffered from T.B. during the course of his employment and he was referred to Area Medical Board. According to the management the Medical Board after thorough examination declared the concerned workman fit for duty and advised him for continuous treatment. It is admitted that the workman approached the management for review of his case and at that time he was referred to the Screening Committee, but not to any Medical Board.

Considering all the facts and circumstances of the instant case and the nature of the ailment of the workman, I find that the management was not justified in not referring the concerned workman to the Apex Medical Board as it is not disputed that the man was suffering from T.B. I consider that the Apex Medical Board is the only and the proper authority to determine whether the concerned workman was a permanently disabled person and was unfit to perform his duty. So I find that the principles of natural justice were violated in the instant case. In a case like the present one the workman must be referred to Apex Medical Board.

6. In the result I find that the action of the management is not justified. The management shall refer the concerned workman Sri Basu Gope to Apex Medical Board. The Apex Medical Board must be constituted with Doctors one of them must be of Central or State Government Hospitals.

- If the Apex Medical Board after examining Sri Basu Gope finds that Sri Gope is still fit to perform his duty and he is not a permanently disabled person, then the workman shall not get any relief.
- If the Apex Medical Board finds that at present Sri Gope is a permanently disabled person, then the Apex Medical Board, on the basis of the documents of treatment which may be filed by both the parties and considering the entire case history of Basu Gope, shall consider whether Sri Gope was a permanently disabled person at the relevant time i.e. before 28th June, 1988.
- If the Apex Medical Board finds that at the relevant time Sri Gope was a permanently disabled person and he was unfit to perform his duty as claimed by him, then the management shall give him the benefit of Clause 9.4.3 of NCWA-III and shall provide employment to the dependant of Sri Basu Gope.

This is my award.

N. K. SAHA, Presiding Officer  
[No. L-22012/31/90-IR(C.II)]

का. आ. 2771 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स ई. सी. लि. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक

विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण आसनसोल को पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-10-91 को प्राप्त हुआ था।

S.O. 2771.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Asansol as shown in the Annexure in the industrial dispute between the employers in relation to the management of Ningha Colliery of M/s. E.C. Ltd., and their workmen, which was received by the Central Government on 3rd October, 1991.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL ASANSOL

Reference No. 3/89

#### PRESENT :

Shri N. K. Saha, Presiding Officer.

#### PARTIES :

Employers in relation to the Management of Ningha Colliery of M/s. E.C. Ltd.

#### AND

Their Workman.

#### APPEARANCES :

For the Employers—Sri P. Banerjee, Advocate.

For the Workman—Sri M. Mukherjee, Advocate.

INDUSTRY : Coal.

STATE : West Bengal.

Dated, the 18th September, 1991

#### AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication vide Ministry's Order No. L-22012/119/88-D.IV.B dated the 3rd November, 1988.

#### SCHEDULE

"Whether the action of the management of Ningha Colliery of M/s. E.C. Ltd., in not referring Sri Bunela Paswan, Underground Trammer to Medical Board and depriving him from the benefit of clause 9.4.3. of NCWA III, was justified?" If not, to what relief the workman was entitled?"

2. The case of the union in brief is that the concerned workman Sri Bunela Paswan was an underground trammer of Ningha Colliery under M/s. Eastern Coalfields Ltd. In course of employment as underground trammer in the mine Bunela became victim of some acute occupational diseases and he used to receive treatment in the colliery hospital and also in Kalla and Sanctoria Hospitals. Due to continuous ailment from such incurable diseases the concerned workman became unfit to perform his duty and he had to sit idle from 28th December, 1987 till his date of superannuation (1-7-88). In the meantime the workman applied to the authority to refer him to apex Medical Board to determine his disability and to give him the benefit of Clause 9.4.3. of NCWA-III for providing his son with employment. But the management did not refer his case to the Apex Medical Board and on the other hand he was superannuated w.e.f. 1st July, 1988. The act of management was against the principles of natural justice.

3. A dispute was raised on behalf of the workman. But the attempts of conciliation failed. The matter was sent to the Ministry of Labour and the Ministry of Labour referred the dispute to this Tribunal for adjudication.

4. The management has filed written objection contending inter-alia that the present reference is not maintainable. The concerned workman was never permanently a disabled per-

son. He was absent for some time before his superannuation. The workman duly submitted himself for medical examination. But no infirmity was detected. There was no ground for referring him to the Apex Medical Board. He was rightly superannuated on attaining the age of retirement. The management has also denied the other material averments made by the union in their written statement.

5. At the very outset Sri P. Banerjee, the learned Advocate for the management has urged before me that the present Reference is not maintainable. With due respect to his contention I find that the present dispute was properly raised on behalf of the workman through union and it went to the Ministry of Labour as attempts of conciliation failed. Considering the materials before me and the facts and circumstances I find no irregularity in the Reference. So I hold that the present Reference is maintainable.

6. Admittedly the concerned workman Bunela Paswan was an underground trammer of Ningha Colliery under M/s. E.C. Ltd. It is admitted that the date of superannuation of the concerned workman was 1st July, 1988 and he was superannuated on that date. It is not disputed that Bunela Paswan was absent from duty w.e.f. 28th December, 1987 till the date of his superannuation. We find that Bunela applied before the management for referring him to the Medical Board for determining his inability to perform duty. But the management did not refer him to any Medical Board. It is also not disputed that Bunela Paswan was undergoing treatment in the colliery hospital and other hospitals. The examination of Doctors of the management will not help the management in this case. Considering the entire background and the facts and circumstances of the instant case, I find that there was no reasonable ground for the management for not referring the concerned workman to Apex Medical Board for determination whether he was permanently disabled to perform his duty w.e.f. 28th December, 1987. I hold that the principles of natural justice were violated in the instant case. I find that the concerned workman must be examined by the Apex Medical Board.

7. In the result I find that the action of the management is not referring Sri Bunela Paswan, Underground Trammer to Medical Board is not justified. The management shall refer the concerned workman to Apex Medical Board. The Apex Medical Board must be constituted with Doctors one of them must be of Central or State Government Hospital.

- If the Apex Medical Board after examining Sri Bunela Paswan finds that Sri Paswan is still fit to perform his duty and he is not a permanently disabled person, then the workman shall not get any relief.
- If the Apex Medical Board finds that at present Sri Paswan is a permanently disabled person, then the Apex Medical Board, on the basis of the documents of treatment which may be filed by both the parties and considering the entire case history of Bunela Paswan, shall consider whether Sri Paswan was a permanently disabled person at the relevant time (28-12-87 to 30-6-1988).
- If the Medical Board finds that at the relevant time Sri Bunela Paswan was a permanently disabled person and he was unfit to perform duty as claimed by him, then the management shall give him the benefit of Clause 9.4.3 of NCWA-III.

This is my award.

N. K. SAHA, Presiding Officer.

[No. J-22012/119/88-D.IV.B]

का. आ. 2772.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीइली (आर) कोलेरी मैसर्स ई. सी. लि. के प्रबन्धन के संबंध निर्योजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण आसनसोल के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-10-91 को प्राप्त हुआ था।

S.O. 2772.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Govt. Industrial Tribunal Assaused as shown in the Annexure in the Industrial dispute between the employers in relation to the management of Siduli (R) Colliery of M/s. E. C. Ltd., and their workmen, which was received by the Central Government on 3-10-1991.

## ANNEXURE

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

REFERENCE NO. 7/90

## PRESENT :

Shri N. K. Saha,  
Presiding Officer.

## PARTIES :

Employers in relation to the Management of Siduli (R) Colliery of M/s. Eastern Coalfields Ltd.

## AND

Their Workman.

## APPEARANCES :

For the Employers—Shri P. K. Das, Advocate.

For the Workman—Shri Sanjiv Banerjee, Asstt. Secretary of the Union.

INDUSTRY : Coal.

STATE : West Bengal.

Dated, the 18th September, 1991.

## AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication vide Ministry's Order No. L-22012/(264)/89-IR (C. II), dated 8-2-1990.

## SCHEDULE

"Whether the action of the Management of Siduli (R) Colliery of M/s. E. C. Ltd., in denying to refer Shri S. R. Banerjee, Senior Overman, to the Apex Medical Board, is justified? If not, to what relief the workman concerned is entitled?"

2. The case is called for hearing to-day (18-9-1991), Shri Sanjiv Banerjee, Asstt. Secretary of the concerned Union submits that a talk of compromise is going on between the parties out of Court and the case is likely to be amicably settled out of Court. So the union does not like to proceed with the case for hearing on merit.

3. In such circumstances I find no other alternative but to pass a no-dispute award as the union is not interested to proceed with the case. Accordingly a no-dispute award is passed.

N. K. SAHA, Presiding Officer.

[No. L-22012/264/89-IR (C. II)]

नई दिल्ली, 7 अक्टूबर 1991

का. आ. 2773.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जीमार कोलियरी आक मै. एस. सी. सी. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-10-91 को प्राप्त हुआ था।

New Delhi, the 7th October, 1991

S.O. 2773.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Central Govt.

Industrial Tribunal Jabalpur as shown in the Annexure in the Industrial dispute between the employers in relation to the management of Jhimar Colliery of M/s. S.E.C. Ltd., and their workmen, which was received by the Central Government on 7-10-91.

## ANNEXURE

## BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

CASE NO. CGIT/LC(R)(200)/1989

## PARTIES :

Employers in relation to the management of Jhimar Colliery, Ramnagar Sub-Area of M/s. SECL, P.O. Ramnagar Colliery, Distt. Shahdol (M.P.) and their workmen S/Shri Sheonarayan, Sahabuddin, R. C. Verma, S. P. Pandey, S. K. Dubey and R. N. Shrivastava C/o The Secretary National Colliery Workers Federation, P.O. Jhimar Colliery, Distt. Shahdol (M.P.).

## APPEARANCES :

For Workmen.—Shri G. P. Sharma, General Secretary, N.C.W. Federation.

For Management.—Shri R. Menon, Advocate.

INDUSTRY : Coal

DISTRICT : Shahdol (M.P.)

## AWARD

Dated, Sept. 19th 1991

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-22012(3)/89-IR (C-II), dated the 27th Sept, 1989 for adjudication of the following dispute :—

"Whether the action of the management of Jhimar Colliery, Ramnagar Sub-Area of M/s. SECL, P.O. Ramnagar Colliery, Distt. Shahdol while granting national seniority to their workmen S/Shri Sheonarayan, Sahabuddin, R. C. Verma, S. P. Pandey, S. K. Dubey and R. N. Shrivastava in Clerk Grade I w.e.f. 1-6-86 and not granting benefits of pay scale of Grade I Clerk, from the said date is legal and justified. If not to what relief the workmen concerned are entitled and from what date?"

2. In spite of several notices, no statement of claim was filed by the Union. However the management filed its statement of claim on 11-6-1990.

3. On 17-9-1991 Shri G. P. Sharma, General Secretary of the Union appeared before the Tribunal and stated that the dispute has been settled out of Court and nothing remains to be done in this reference. No dispute Award is, therefore, passed. No order as to costs.

V. N. SHUKLA, Presiding Officer

[No. L-22012(3)/89-IR(C.II)]

A. H. MADANANI, Desk Officer

नई दिल्ली, 4 अक्टूबर, 1991

का. आ. 2774.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अस्सेमिन बैंक नेदरलैंड, एन. बी. मस्वर्ड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, मस्वर्ड के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-10-91 को प्राप्त हुआ था।

New Delhi, the 4th October, 1991

S.O. 2774.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government In-

Industrial Tribunal, No. 1, Bombay as shown in the Annexure in the industrial dispute between the employers in relation to the management of Algemene Bank Nederland N.V., Bombay and their workmen, which was received by the Central Government on the 3-10-91.

# ANNEXURE

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT BOMBAY

Presiding Officer—Justice S. N. Khatri.

Reference No. CGIT 50 of 1989

## PARTIES :

Employer in relation to the Management of Algemene Bank Nederland, N.V., Bombay

## AND

Their Workmen.

## APPEARANCE :

For the Management—Shri Pota, Advocate.

For the Workmen—Shri V. S. Mengle, General Secretary of the Union.

INDUSTRY : Banking

STATE : Maharashtra

Bombay, the 16th September, 1991

## AWARD

The Central Government has referred the following industrial dispute to this Tribunal for adjudication under Section 10 of the Industrial Disputes Act, 1947.

“Whether the action of the management of Algemene Bank of Nederland N.V., Bombay in discontinuing the payment of special allowance from September, 1986 for the operation of National Cash Registers Teller Machine used in the bank and thus depriving Mr. R. R. Mishra of the allowance is legal and justified? If not to what relief the workman concerned is entitled to?”

2. While I was on long leave, both sides settled the matter amicably and presented an application on 19th August, 1991 for passing an Award in terms of the settlement. After resuming work on 5th September, 1991 I issued notice to both sides to appear before me for verification of the settlement. Today Shri Pota, Advocate for the Management and Shri V. S. Mengle, General Secretary of the Union for the Workman, appear before me. I am satisfied that the parties have reached the settlement voluntarily. It is fair to the Workman and will promote industrial peace. Eventually I accept the settlement and pass an Award in terms thereof. Therefore is a provision in the settlement for the payment of the dues to the Workman by 31st August, 1991. This date was fixed by the parties, because perhaps they did not know that my leave extended upto 2nd September, 1991. Now by consent of both Shri Pota and Mengle, I direct that the payment will be made to the Workman by 30th September, 1991. There will be no orders as to the costs of the parties. The settlement will form part of the Award.

S. N. KHATRI, Presiding Officer

[No. L12012/81/89-IR (Bank-I)]

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY

BEFORE SHRI S. N. KHATRI

Reference (CGIT) No. 50 of 1989

## BETWEEN

Algemene Bank Nederland N.V.

## AND

General Bank of Nederland's Employees Union.

May it please this Hon'ble Tribunal : -

Both the parties in the above matter jointly submit as follows :—

That the above subject matter and dispute has been amicably resolved and settled as per the settlement dated 19-8-91, a copy of which is hereto annexed and marked as Annexure 'A'.

2767 GI'91—12

Both the parties further submit and pray that this Hon'ble Tribunal be pleased to pass an award in terms of the settlement (Annexure 'A' hereto) and the reference kindly be disposed to accordingly.

For and on behalf of Algemene Bank Nederland N.V.

Sd/-

For and on behalf of General Bank of Nederland Employees Union

Sd/-

R. R. MISHRA.

Sd/-

## ANNEXURE 'A'

## TERMS OF SETTLEMENT

1. That the parties agree that Mr. R. R. Mishra Operates National Cash Register machine (NCRM) from 1-9-1986.
2. That the parties agree that Mr. R. R. Mishra does not operate NCRM for ledger accounting purposes, namely, ledger and statement posting of Current Accounts, Savings Bank Accounts, Deposits Accounts, General Ledger Accounts, inter-branch/agency Accounts, Salary and Provident Fund Accounts.
3. That the bank without prejudice to the rights and contentions of both the parties agrees to pay to Mr. R. R. Mishra an allowance equal to a special allowance payable to an Accounting Machine Operator for operating NCRM for the purposes other than those mentioned at paragraph 2 above, namely, for the purpose of recording cash receipts/payments and clearing cheques.
4. That the amount of arrears payable to Mr. R. R. Mishra on account of the terms of settlement herein shall be as under :

Period	Amount of Special Allowance (per month)	Amount Banking for Provident Fund (per month)
1-9-1986 to 31-10-1987	Rs. 216/-	Rs. 12/-
1-11-1987 to 30-06-1990	Rs. 248/-	Rs. 224/-

5. That the arrears in terms of paragraph 4 above shall be paid to Mr. R. R. Mishra on or before the 31st August, 1991.
6. That the parties shall file these terms of settlement before the Central Government Industrial Tribunal No. 1, Bombay in Reference No. CGIT-50 of 1989 with prayer to pass an award in terms of settlement herein.

Bombay dated 19th June, 1991.

नई दिल्ली, 8 अक्टूबर, 1991

का. आ. 2775.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रांग 17 के अनुसरण के केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण व श्रम न्यायालय कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-91 को प्राप्त हुआ था।

New Delhi, the 8th October, 1991

S.O. 2775.- In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Cum Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on the 8-10-91.

## ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 49/1989

In the matter of dispute between :

Shri Virendra Pratap Singh,  
Ch. Shri G. K. Pandey,  
121 Alop Bagh,  
Allahabad-211001.

AND

The Regional Manager,  
Bhartiya State Bank,  
Region-2,  
Regional Officer,  
Varanasi-221001,

## AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/202/88-D-3(A) dated 10-2-89, has referred the following dispute for adjudication to this Tribunal :—

Whether the action of the management of State Bank of India in relation to their Agricultural Development Branch, Jaunpur, in discharging Shri Birendra Pratap Singh ex-Agricultural Assistant, State Bank of India Agricultural Development Branch, Jaunpur, w.e.f. 24-7-82 is justified? If not to what relief the workman concerned is entitled?

2. The admitted facts are that while the workman was posted at Chakia Branch of the Bank at Varanasi, as Agricultural Assistant he was served with chargesheet dated 7-5-77 on 17-5-77. The chargesheet was duly replied by him on 25-5-77. Thereafter he was served with another chargesheet dated nil issued by the Branch Manager Agricultural Development Branch, Jaunpur. The charges read as under :—

1. You accepted as gratification a sum of Rs. 25 each from S/Shri Ram Adhar resident of village-Gandhi Nagar, Lalji resident of village-Gandhinagar, each Rs. 50 from Basdeo resident of village-Gandhinagar, after loans of Rs. 1200 each were sanctioned and disbursed to them for purchase of buffaloes. You thus accepted gratification by misutilising your official position which act on your part besides being prejudicial to Bank's interest, casts grave doubts on your integrity and bonafides.

2. You collected by misrepresentation a sum of Rs. 471 towards the cost of registration charges in an irregular manner from S/Shri Gadri and Hafizullah residents of Village-Amarsipur who were sanctioned term loans for purchase of tractors on 28-1-75 on the pretext that the amount would be spent in connection with registration of mortgage deeds in Sub-Registrar's Office which was not called for in terms of U.P. Agriculture Credit Act 1973 and the Bank's rules. You had thus collected/accepted amounts from Bank's agricultural borrowers, in a deceitful manner and cheated them. Such an act vitiates your position and casts grave doubts on your bonafides and integrity.

(3) a. You accepted monies as per statement enclosed from S/Shri Lalji resident of Village-Gandhinagar, Basdeo resident of Village-Gandhinagar, and Vishwanath resident of Village-Gandhinagar agricultural borrowers for credit of their Agriculture Term Loan Accounts but the same were not deposited immediately. The amount so received was deposited by you subsequently after the matter was brought to the notice of the Branch Manager by the concerned borrowers. You thus temporarily misappropriated the Bank's funds.

b. You collected a sum of Rs. 400 from Shri Ram Adhar resident of Village-Gandhinagar a milch cattle borrower, towards final adjustment of his loan account but the amount was not deposited in his account. The amount in question was pocketed by you. Your above acts besides being detrimental, prejudicial to the Bank's interest cast grave doubts on your bonafides and integrity.

c. The Bank has received complaint alleging acceptance of illegal gratification on your part which indicates that your conduct was far from satisfactory and has brought the Bank's name to disrepute.

(4) You got a house constructed at Chakia at a cost estimated not to be less than Rs. 50,000, to 60,000 which expenditure is considered to be beyond your means and known sources of income. This substantiates that you have indulged in obtaining illegal gratification by misusing your official position. You thus abused your position and brought the Bank's name to disrepute.

3. In his findings dated 8-5-80, the Enquiry Officer held the charges as not proved. The Disciplinary Authority however, after going through the findings ordered afresh inquiry by the Enquiry Officer vide his letter dt. 26-8-80. The second inquiry commenced on 24-9-80 and completed on 26-2-81. The Enquiry Officer again found the workman not guilty of any of the charges. The Disciplinary Authority once again ordered a third inquiry with limited purpose vide his order dt. 3-4-82. Third time the inquiry proceedings commenced on 4-5-82 and completed on 4-6-82. The E.O. found the workman innocent holding the charges as not proved against the workman. However, the Regional Manager Region III of the Bank in his capacity as Disciplinary Authority vide his order dt. 24-7-82, held charge No. 3(c) and charge No. 4 as proved. However, instead of passing any major punishment for gross misconduct, looking to the young age and past record of satisfactory service of the workman discharged him from service in terms of para 521 (10)(C) of Sastri Award. He further ordered that the workman be paid retrenchment compensation and salary in lieu of notice in terms of section 25F of the Industrial Disputes Act. Against the said order the workman filed an appeal dated 18-8-82, but the same remained undisposed off.

4. The workman has assailed the order of the Disciplinary Authority on a number of grounds. He alleges that all along he had been taking interest and active part in Lawful Union Activities. He had been the secretary of State Bank of India Staff Association Chakia (Varanasi). In view of his trade union activities the Bank Authorities developed bias against him and decided to teach him a lesson for persuading actively Trade Union causes.

5. According to him the construction of chargesheet was unjustified. The charges levelled were not the charges enumerated in the modified Sastri Award/Bipartite Settlement. In any event, the charges amounted to commission of minor misconduct. Despite the fact that the Enquiry Officer did not hold the charges as proved the Disciplinary Authority out of vengeance terminated his services. The Chargesheet was not issued by competent authority. Similarly the order of discharge was not passed by the competent authority. He further alleges that copies of findings of the E.O. given on 3 occasions were not furnished to him. Before passing the order of discharge from service the disciplinary authority did not give him any opportunity to represent his case. This amounted to violation of Rules of Natural Justice. The appeal filed by him remains undisposed off even when 6-7 years have elapsed since its filing. It is then said by the workman that the punishment awarded to him is highly excessive and shockingly disproportionate to the charges held as proved against him. Having failed to prove any charge against the workman, the management took recourse to the provisions of para 521 (10)(c) of the Sastri Award. The workman has also challenged the order of the disciplinary authority on grounds of violation of mandatory provisions of Section 25F, 25G & 25H of the ID Act read with Rules 76, 77 and 78 of I.D. Central Rules, 1957. He has, therefore,

prayed for setting aside the order of discharge and for his reinstatement with full back wages and all other consequential benefits.

6. In defence the management plead that the present dispute was raised by the workman after a lapse of more than 9 years. Being highly belated the reference order is liable to be rejected. The management further plead that the provisions of sec. 25Q and 25H and 25J of the Act have no application to the facts of the present case. The management contend that the workman's involvement in the Trade Union activities had nothing to do with his discharge from bank's service which action was based on misconduct proved in a lawful conduct departmental inquiry. According to the management, the chargesheet duly approved by the competent authority was sent and communicated to the workman by the Branch Manager. No illegality was committed in the conduct in accordance with law. The first departmental inquiry held against the workman was cancelled and fresh inquiry ordered by the disciplinary authority as the E.O. had unjustified refused to accept certain evidence produced by the Presenting Officer and had not given adequate opportunity to the workman to put up his defence. On the conclusion of the fresh inquiry, the disciplinary authority felt that one more opportunity should be given to the workman for giving an account of his income from the Agriculture land. According to the management there is no provisions in the Service Rules governing the service conditions of the workman that the copy of findings of the E.O. should be furnished to the workman. In the instant case on the date of discharge of the workman from the service of the bank, his prosecuting authority was branch manager and Regional Manager was his Disciplinary Authority. It is then pleaded by the management that the report of the E.O. is not binding on the disciplinary authority and he can disagree with his findings and pass such orders as he deem fit on the basis of material on record. Lastly, it is pleaded by the management that the order of discharge from Bank's service passed by the disciplinary authority under para 521(10)(c) Sastri Award cannot be deemed as amounting to disciplinary action against the workman as such no appeal lies from such an order. In the circumstances, the workman is entitled to no relief.

7. In support of their respective cases both sides have led oral as well as documentary evidence. Whereas the workman has examined himself, the management have examined Shri Ashok Kumar Ghosh, an Officer of the Bank.

8. In this case, 10-5-91, was the date fixed for hearing arguments. On 10-5-91 Shri G. K. Pandey, the authorised representative for the workman filed written arguments and even made oral submission whereup 10 days time was given to the management to file written arguments. Till today the management have neither filed any written arguments nor have made any prayer for making oral submissions.

9. In his written arguments Shri G. K. Pandey the authorised representative for the workman has assailed the order of discharge from the Bank's service on a number of grounds chief amongst which are—

- (a) The findings given by the Enquiry Officer and Disciplinary Authority on charges nos 3(c) & 4 are perverse being not based on evidence;
- (b) Copies of documents relied upon by the management during inquiry were not supplied to the workman;
- (c) The Disciplinary Authority while serving the workman with the order of discharge from service did not supply him with the copy of findings given by the E.O. before the said order;
- (d) The Disciplinary Authority had acted arbitrarily capriciously and mala fide;
- (e) The order of discharge from bank's service has been passed as a result of colourable exercise of powers by the Disciplinary Authority; and

- (1) The Regional Manager, Region III who passed the order of discharge was not the Disciplinary Authority of the workman.

10. During the oral submissions made by Shri Pandey, his attention was invited to the statement made by him on 11-4-91 where this Tribunal with statement bears his signatures and the signatures of the workman. The statement is that both Shri Pandey and workman submitted that they did not challenge the fairness of the E.O. and that they would simply argue on the quantum of punishment and try to invoke the jurisdiction of the Tribunal under sec. 11-A of the Act. Upon that Shri Pandey without disputing the above statement submitted that while making the above statement he could not press himself fast, and for that he offered regrets. In fact what he meant was that he did not challenge the findings of the E.O. all or which were in favour of the workman nor even the fairness of the proceedings before the E.O. Even towards the end of his cross examination, the workman submitted that during the inquiry he was given full opportunity to lead evidence. But certainly he would challenge the findings on charges nos 3(c) and 4 of the Disciplinary Authority who without giving any opportunity of hearing to the workman and without furnishing him with the copy of findings of the E.O. recorded perverse findings on the above charge against the workman. Had it been otherwise he would not have assailed the same in his written argument. There was a bonafide mistake on his part and for that the workman should not be made to suffer. So his statement dated 11-4-91 be taken as modified to that extent.

11. After giving my anxious consideration to the submissions made by Shri Pandey I considered it just and proper to allow him to argue the case in the light of his submissions specially when the management had yet to argue out their case. From the proceedings or inquiry I find that the disciplinary authority had gone out of way to help the management. He did not follow the correct procedure and recorded perverse findings on charges nos 3(c) and 4.

12. Document no. 6 of the list of documents dated 14-6-89, filed by the management is the copy of findings of the inquiry officer dated 8-3-88. With regard to charge nos. 2 and 3 he has observed that prosecution simply produced photostat copies of letters of complaints but failed to produce the witnesses. With regard to charge no 4 he has observed that the prosecution regretted his inability to produce any documentary evidence except that the inference has to be drawn from charges set out in the chargesheet. After making these observations he held all the charges as not proved. As regards charge no. 4 I would like to refer to the statement made by the P.O. on behalf of the management during the proceedings. These statements appear in the proceedings dated 25th April, 1980. The Presenting Officer stated before the E.O. that the workman got the house constructed at a cost of Rs. 50,000 or 60,000. However he had no evidence to prove except the inference to be drawn from the charges no 1, 2 and 3 as set out in the chargesheet.

12. Document no. 7 of the said list of documents is the copy of order dated 26-8-84 of Regional Manager (T) Disciplinary Authority. He remanded the case for fresh inquiry after making the observation that the E.O. had unjustified refused to accept certain evidences to be produced by the Presenting Officer and that he had further not given adequate opportunity to the workman to put up his defence. I fail to appreciate the approach of the Disciplinary Authority. Such an approach does not appear to be justified. It means that the disciplinary authority wanted to given an opportunity to the Presenting Officer to fill up the lacuna in the evidence.

13. Document no. 12 of the said list of documents is the copy of fresh findings dated nil given by the E.O. He again exonerated the workman of all the charges. Once again the disciplinary authority by means of his order dated 3-4-82 copy of which is document no. 13 of the list of documents remanded the case to the P.O. with the direction that he should give the workman an opportunity to prove the account of his income from the Agricultural land and to produce his evidence in support thereof. Before making these directions he observed that from the inquiry proceedings dated 26-2-81 he finds that while giving on account of his income to justify his investment on the construction of his house the workman had stated that besides salary and allowances which he was getting from the bank he had also income from the agriculture produce and that Khasra and



Khatauni relating to his land were handed over to Shri Mawar Circle Vigilance Officer. He did not touch the other part of the findings given by the E.O. To me it appears that the case was remanded with the sole intention so that the management can prove their case from the evidence of the workman. Again I am unable to agree with the approach of the disciplinary authority. In fact in the absence of any evidence from the side of the management, the disciplinary authority should have accepted the findings of the E.O. when the charges remained unproved, vacated the order of his suspension and ordered him to resume duty. It seems that he was bent upon to hold him guilty of some of the charges some how so that he could turn him out of service.

14. As stated by me above the disciplinary authority by means of his order dt. 22-7-82 held charges no 3(c) and 4 as proved against the workman. Let us examine his findings:—

Charge No. 3(c):—

15. With regard to the first three charges he has observed at page 3 that he does not agree with the E.O. that unless complaints/statements are testified by the authors personally in the inquiry, they cannot be relied upon as a rule. He had further observed that complaints dated 30-1-77 and 21-4-77 of S/Shri Basudeo Bishwanath Ram Adhar and Lal Ji stating that the workman had accepted the bribes from them in connection with the sanction of loans to them in the year 1974 were produced at the inquiry and exhibited Ex. 1 to 7. So the allegation of receipt of complaints vide charge no 3(c) is established.

16. I am unable to agree with the preposition of law propounded by the disciplinary authority. In the absence of examination of complainant or any body acquainted with their signatures/thumb impressions at the inquiry it cannot be said that the complaints on which the management had relied have been made by those who purport to have signed or put their thumb impressions on them. Mere filing of these complaints does not prove that the complaints were by persons who purport to have signed them or put their thumb impressions. They could be pseudo anonymous. It could also be that the signatories and thumb impressions are not of genuine persons. Hence to my mind findings recorded by the disciplinary authority on charge no. 3(c) is perverse. It being so this charge cannot be held as proved against the workman. Charge No. 4:—

17. From the findings recorded by the Disciplinary Authority, it appears as if the burden of proof lay on the workman. Charge no. 4 read as under:—

You got a house constructed at Chakia at a cost estimated not to be less than Rs. 50,000 to 60,000, which expenditure is considered to be beyond your means and known sources of income. This substantiates that you have indulged in obtaining illegal gratification by misusing your official position. You thus abused your position and brought the bank's name to disrepute.

Annexure 4 to the affidavit of the workman is the copy of reply dated 22-12-79 which was given by the workman to the chargesheet. With regard to this charge it was stated by the workman that he was offered by his family sufficient money to construct the house at Chakia. As a matter of fact the entire construction work was supervised by his family, in the context to mean other members of the joint Hindu family. The plot for construction of house was purchased in the joint names in his name and in the name of one of the members of joint Hindu family when he was simply a cashier. No where he admitted that the house in question was worth Rs. 50,000 to 60,000 when he was got constructed.

18. From the inquiry proceedings it is evident that the management did not give any evidence on the point that the construction cost of the house was Rs. 50,000 to Rs. 60,000. As earlier stated by me during the inquiry proceeding all that was said by the P.O. was in his estimate the house was worth Rs. 50,000 to Rs. 60,000. This cannot be taken as evidence. Here I would to refer to the observations made on this point by the E.O. in his second report:—

No report from a competent valuer has been produced. It is simply the conjecture of the prosecution that the cost of the house is Rs. 50,000 to 60,000. On

the other hand I cannot ignore the fact that prices of the land have increased from 15 to 20 times and also the cost of construction of the houses at present is abnormally going very high. The house which was got constructed 5/6 years ago at a cost of Rs. 20,000 can easily be estimated at present at Rs. 60,000 to 70,000. In view of the above the charges are not proved.

The disciplinary authority has built up the case on charge No. 4 against the workman squarely on the evidence of the workman, which approach was not correct.

19. From the proceedings dated 26-2-81 it appears that the workman produced the title deed of the land before the E.O. who returned the same after perusing it. To a question put to him by the E.O. the workman replied that the land was purchased in the joint names, in his name and in the name of Shri Devendra Narain Singh S/o Shri Jogendra Pratap Singh in 1973. He further said that the constructions was started soon after the purchase of land. Since he was having 10 acres of land in his personal name the agricultural income plus his salary plus the money or the other partner were used in the construction of the house. After the second remand order inquiry proceedings were held on 4-5-82. From the proceedings it appears that before the E.O. the workman produced land record in original alongwith photostat copies. In the covering letter he wrote that his father had died during the consolidation proceedings. It was noticed by the E.O. that the Joint Hindu Family had 131.21 acres land in different villages. The E.O. therefore directed the workman to file:—

1. A certificate duly verified by the SDO or ADO with regard to the land held by the Joint Hindu family duly verified by the Branch Manager SBI Bhabana Branch.
2. Detailed accounts of income derived from the land and used in the construction of the house with proof.

From the copy of the proceedings dated 4-6-82 it appears that the workman filed 4 documents:—

1. Certificate from Achala Adhikari regarding ownership of land.
2. Copies of landed property.
3. Certificate showing estimated income on 19 Acres of land ; and
4. Letters showing source of income with which house was constructed.

The E.O. recorded a note to the effect that the Presenting Officer found that the documents produced by the workman were prima facie in order.

The document No. 3 copy of which was also filed alongwith the copy of inquiry proceedings by the management shows that Rs. 19190 was the nett income on 19 acres of land held by the workman and his brother. There is a note at the foot of the document in the hand writing of the Branch Manager that nett surplus in a year shown appears to be genuine and is comparatively correct.

20. Document No. 17 is the copy of findings dated 9-6-82 of the Enquiry Officer after the second remand order. He has referred to the above documents. He has observed that from the documents he finds that 19.28 acres of land belonged to the father of the workman and that the share of the workman on account of his having another brother comes to 9.64 acres of land. The nett profit from 19 acres of land has been put by him at Rs. 19190. He also writes that calculation have been examined by ADB Chakia Branch Manager and he has appended a certificate in this regard. He further writes that the workman has produced a letter showing source of income with which the house was constructed. The letter is self explanatory.

21. In the last para he writes that since there are no proper accounts of income accruing from agriculture land it is not possible for him to arrive at an exact amount. He remarks that his father was and might have been helping the workman in the construction of the house. As said by me above he gave no definite findings. But from all that was found by him on the basis of documents, it can be very well said that the workman might have been helped in the construction of the house by the joint Hindu family.



22. I may state here that on the point whether there is joint Hindu family or not, the presumption that there is a joint Hindu family is stronger in case of father and son. It becomes weaker thereafter.

23. It appears that the disciplinary authority out of vengeance tried to pick holes in the evidence of the workman. At page 4 the disciplinary authority writes that the member of his family who was stated to have contributed finances and was joint owner of the land had not been examined by the workman in the inquiry. He also writes that it has not been shown as to how much amount was actually received from the family of the other owner of the land or the annual income from the Agriculture produce. Then he writes that the workman has not shown the source from which he met the cost of 10 acres of agriculture land. He has also not shown that he was a member of the joint Hindu family. Another fact about which the disciplinary authority has written is that it is not established that the crop as given in the statement on the basis of which the net income on 19 acres of land has been calculated was actually shown during the material period resulting in the income indicated. As said by me above there is a presumption of joint Hindu family between father and son. Further no body would leave 19 acres of land uncultivated. Even if it be taken that cost of construction of the house was about Rs. 50,000 to 60,000 such an old joint Hindu family could have contributed a lot of money towards the construction of the house. From his title deeds which were produced before the L.O. it was found that the land of the house was purchased in the name of the workman and one other member of the family. So naturally in the ordinary course he would have also made some contribution towards the construction of house. In cases of joint Hindu family no one maintains an account as to how much money had been given from time to time towards the construction of the house. Other lacunas pointed by the Disciplinary Authority have no meaning.

24. Thus I find that by adopting a wrong approach without there being any evidence from the side of the management in support of the charge, on the Rimsy lacunas in the evidence of the workman, the disciplinary authority recorded a perverse finding I therefore, find that even charge No. 4 does not stand proved.

25. There is no denial of the fact from the side of the management that before passing the order dated 22-7-82 by means of which the disciplinary authority has held charge No. 3(c) and 4 as proved gave no show cause notice to the workman and furnished him with the copies of findings of the disciplinary authority.

26. In *T. Vasudeva Rao Versus General Manager Punjab National Bank*, 1990 Lab. IC 115 (A.P.), it was held that it is well settled by a catena of decisions of the Hon'ble Supreme Court and the Hon'ble High Court of Andhra Pradesh that where there is no express exclusion of the application of doctrine of principles of natural justice, the principles of natural justice will supplement the rule. In the case before, His Lordship the L.O. found certain charges as not proved. The Hon'ble High Court observed that it created a right in favour of the delinquent officer. It further observed that it is well settled that the findings recorded by the L.O. are not binding on the disciplinary authority and the disciplinary authority can disagree with the findings and record its own findings based on reasons, but before exercising that right the doctrine of fair play require that an opportunity of representation should be given to the delinquent officer to show cause as to why the findings in favour of the delinquent should not be disturbed for the reasons given in the show cause notice calling upon an explanation and then to consider the same to come to its own conclusion either agreeing or disagreeing with the stand taken by the delinquent officer. The procedure having not been followed it violated the principles of natural justice.

27. In view of the law laid down in the ruling, I held that the disciplinary authority violated the principles of natural justice by not giving the workman a show cause notice of the nature referred to in the ruling.

28. Lastly, it is the admitted case of the parties that an appeal was filed against the order of the disciplinary authority by the workman. That appeal has not been disposed off. The management have taken the shelter behind the

plea that in the case of discharge from service under para 521(10)(C) of Sastri Award there is no provision of appeal I do not agree with it. The order of discharge from service was based on the disciplinary proceedings. Hence the order of discharge passed by the disciplinary authority dated 22-7-82 cannot be upheld. It is held illegal. It is further held that the disciplinary authority wrongly held charges Nos. 3(c) and 4 as proved. In fact no charge stands proved against the workman.

29. The result is that the action of the management in discharging the workman w.e.f. 24-7-82 is held as illegal and unjustified. In view of it the workman is held entitled to his reinstatement with full back wages and all consequential benefits on his furnishing an affidavit to the effect that he was not gainfully employed during this period.

30. The reference is answered accordingly.

ARIAN DEV, Presiding Officer  
[No. L-12012/202.88-D.III (A)]

का. आ. 2776:-- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बनारस स्टेट बैंक लिमिटेड, के प्रबन्धन के संबंध निराकरण और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण व श्रम न्यायालय, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार 8-10-91 को प्राप्त हुआ था।

S.O. 2776.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-Cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Benaras State Bank Limited and their workmen, which was received by the Central Government on 8-10-1991.

#### ANNEXURE

BEFORE SHRI ARIAN DEV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 35 of 1990

In the matter of dispute

BETWEEN

Shri Krishna Kumar Yadav Mohalla Hayatganj, Pargana  
Post Office Tanda Dist. Faizabad-224190.

AND

The Chairman Benaras State Bank Ltd. Head Office  
Luxa Road Varanasi.

#### AWARD

1. The Central Government, Ministry of Labour, vide its Notification No. L-12012/22-89-IR (B)-1 dated 22-12-89, has referred the following dispute for adjudication to this Tribunal:—

Whether the Manager Benaras State Bank Ltd. Tanda (Faizabad) was justified in terminating the services of Shri Krishna Kumar Yadav w.e.f. 27-9-80 in violation of Section 25-G and H of Industrial Disputes Act, 1947, is justified? If not to what relief the workman was entitled?

2. The instant case is pending for cross examination of the workman since 10-4-91. The workman did not turn up for his cross examination till 23-9-91. On 23-9-91 Shri B. R. Doss, Manager (I.R.) was present from the side of the management.

3. Therefore, from the above it seems that the workman is not interested in prosecuting his case. Thus a no claim award is given in the case against the workman.

4 Reference is answered accordingly.

ARIAN DEV, Presiding Officer  
[No. L-12012/22/89-IR (B-I)]

## आदेश

नई दिल्ली, 11 अक्टूबर, 1991

का. आ. 2777.—जबकि रायलसीमा ग्रामीण बैंक के प्रबंधन के संबंध में नियोजनार्थी और उनके कर्मचारियों के बीच एक औद्योगिक विवाद विद्यमान है जिसका प्रतिनिधित्व रायलसीमा ग्रामीण बैंक कर्मचारी मंच ने किया,

और जबकि उक्त नियोजक और उनके कर्मचारी औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क की उपधारा (1) के अधीन लिखित समझौते द्वारा उक्त विवाद को विवाचन के लिए भेजने पर सहमत हो गये हैं और उक्त विवाचन समझौते की एक प्रति केन्द्रीय सरकार को अर्पित कर दी है;

अतः, अब उक्त अधिनियम की धारा-10-क की उपधारा (3) के अनुसरण में केन्द्रीय सरकार इसके द्वारा उक्त समझौते को प्रकाशित करती है।

## समझौता

(औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क के अधीन)

अध्यक्ष,  
रायलसीमा ग्रामीण बैंक,  
प्रधान कार्यालय, कुड्डापा,  
जिसका प्रतिनिधित्व श्री एन. बालकृष्ण, महाप्रबंधक ने किया

अध्यक्ष,  
रायलसीमा ग्रामीण बैंक कर्मचारी मंच,  
कुड्डापा

जिसका प्रतिनिधित्व श्री एम. विश्वनाथ रेड्डी, महासचिव ने किया इसके द्वारा दोनों की पक्षकार निम्नलिखित विवाद को विवाचन के लिए श्री जे. कनकाया, उप मुख्य श्रमायुक्त (केन्द्रीय), नई दिल्ली के पास भेजने पर सहमत हो गये हैं।

(i) साइकल एवं सन्देशवाहक को सन्देशवाहक के रूप में पुनः पदनामित करना।

(ii) विवाद में पक्षकार

श्री एन. बालाराम रेड्डी, अध्यक्ष,  
रायलसीमा ग्रामीण बैंक,

प्रधान कार्यालय, कुड्डापा-516001

(आन्ध्र प्रदेश)

श्री के. चन्द्रमोहन राव, अध्यक्ष,

रायलसीमा ग्रामीण बैंक कर्मचारी मंच,

नागरजुपेटा, कुड्डापा-516001

(आन्ध्र प्रदेश)

(iii) कर्मकार का नाम यदि वह विवाद में स्वयं शामिल हो अथवा यदि कोई मंच कर्मकार या कर्मकारों का प्रतिनिधित्व करता है तो उसका नाम

—नाम नहीं

(iv) प्रभावित उपक्रम में नियोजित कर्मचारियों की कुल संख्या 112 शाखाओं में 629

(v) विवाद ने प्रभावित अथवा प्रभावित होने वाले कर्मचारियों की कुल अनुमानित संख्या 150

हम इस बात पर भी सहमत हैं कि विवादक के अधिकार निर्णय हमारे लिए बाध्यकारी होंगे।

विवादक समुचित सरकार द्वारा सरकारी राजपत्र में इस समझौते के प्रकाशित होने की तारीख से दो (2) माह की अवधि के अन्दर अथवा ऐसे और बढ़ाये गये समय के अन्दर अपना पंचाट देगा जो हम दोनों पक्षकारों द्वारा लिखित रूप से अस्पष्ट समझौते द्वारा बढ़ाया जाए। यदि उल्लिखित अवधि के अन्दर पंचाट नहीं दिया जाता तो विवाचन के लिए मन्दर्भ स्वतः ही निरस्त हो जाएगा और हम विवाचन के लिए तत् सिरे में धानवीर करने को बाध्य होंगे।

ह. /-

(एन. बालकृष्ण)

महाप्रबंधक

रायलसीमा ग्रामीण बैंक

साक्षी

ह. /-

(एम. विश्वनाथ रेड्डी)

महासचिव, रायलसीमा

ग्रामीण बैंक कर्मचारी मंच

1. ह. /-

(आई.वी. रेड्डी)

वरिष्ठ प्रबंधक

कार्मिक एवं सचिवालय विभाग

2. ह. /-

(के. रामकृष्ण रेड्डी)

संयुक्त सचिव,

रायलसीमा ग्रामीण बैंक

कर्मचारी मंच

विवादक की सहमति

मैंने 26-8-91 को रायलसीमा ग्रामीण बैंक के नियोजकों तथा उनके कर्मचारियों का प्रतिनिधित्व करने वाली रायलसीमा ग्रामीण बैंक एम्प्लॉयज यूनियन के बीच औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क के अंतर्गत फाम 'सी' में हस्ताक्षरित समझौते की प्रतियां देख ली हैं, जिसमें पक्षों ने समझौते में उल्लिखित विवाद को मेरे विवाचन के लिए भेजने पर सहमति व्यक्त की है।

मैं, एतद्वारा उपर्युक्त समझौते की शर्तों पर विवादक बनने के लिए अपनी सहमति देता हूँ।

ह. /-

विवादक

[सं. एल-12011/42/91-आई.आर.बी.-III]

एस.सी. शर्मा, डेस्क अधिकारी

ORDER

New Delhi, the 11th October, 1991

S.O. 2777.—Whereas an industrial dispute exists between the employers in relation to the management of Rayalseema Grameen Bank and their workmen represented by Rayalseema Grameen Bank Employees Union;

And whereas the said employers and their workmen have by written agreement under sub-section (1) of Section 10-A of the Industrial Disputes Act, 1947 (14 of 1947) agreed

to refer the said dispute to arbitration and have forwarded to the Central Government a copy of the said arbitration agreement :

Now, therefore, in pursuance of sub-section (3) of Section 10-A of the said Act, the Central Government hereby published the said agreement.

### AGREEMENT

(Under Section 10-A of the Industrial Disputes Act, 1947)

#### BETWEEN

The Chairman, Rayalseema Gramseena Bank, Head Office, Cuddapah.

Represented by Shri N. Balakrishna, General Manager.

#### AND

The President, Rayalseema Gramseena Bank Employees' Union, Cuddapah.

Represented by Shri M. Viswanatha Reddy, General Secretary.

It is hereby agreed between the parties to refer the following dispute to the Arbitration of Shri J. Kanakiah, Dy. Chief Labour Commission (Central), New Delhi.

(i) Re-designation of Sweeper-cum-Messenger as Messenger.

(ii) PARTIES TO THE DISPUTE

Shri L. Balarami Reddy, Chairman,  
Rayalseema Gramseena Bank,  
Head Office, Cuddapah-516001 A.P.

Shri K. Chandramohan Rao, President,  
Rayalseema Gramseena Bank Employees' Union,  
Nagarajupeta, Cuddapah-516001 A.P.

(iii) Name of the workman in case he himself involved in the dispute or name of the Union, if any representing the workman or workmen in question Not applicable

(iv) Total number of workmen employed in the undertaking affected 629 in 142 branches

(v) Estimated number of workmen affected or likely to be affected by the dispute 150

We further agree that the majority decisions of the Arbitration shall be binding on us.

The arbitrator shall make his Award within a period of Two (2) months from the date of publication of this agreement in the Official Gazette by the appropriate Government or within such further time as is extended by mutual agreement between us in writing. In case the Award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be forced to negotiate for fresh arbitration.

Sd/-

(M. VISWANATHA REDDY)  
General Secretary, RGBEU

(N. BALAKRISHNA)  
General Manager  
Rayalseema Gramseena Bank  
Witnesses

1.  
Sd/-  
(I. V. REDDY)

Senior Manager, Personnel and  
Secretarial Deptt.

2.  
Sd/-  
(K. RAMAKRISHNA REDDY)  
Joint Secretary, RGBEU

Consent of the Arbitrator

I have seen the copies of the Agreement signed in Form 'C' under Section 10-A of the Industrial Disputes Act, 1947, between the employers in relating to Rayalseema Gramseena Bank and their workmen represented by Rayalseema Gramseena Bank Employees Union on 26-8-91, wherein the parties have agreed to refer the dispute mentioned therein for my arbitration.

I hereby give my consent to be the Arbitrator in terms of the said Agreement.

Sd/-

ARBITRATOR

[No. L-12011/42/91-I.R. B.III]

S. C. SHARMA, Desk Officer

नई दिल्ली, 8 अक्टूबर, 1991

का.प्र. 2778.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, कलकत्ता पोर्ट ट्रस्ट के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अभिकरण, कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-10-91 को प्राप्त हुआ था।

New Delhi, the 8th October, 1991

S.O. 2778.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Calcutta as shown in the Annexure in the industrial dispute between the employers in relation to the management of Calcutta Port Trust and their workmen, which was received by the Central Government on 7-10-1991.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 11 of 1991

#### PARTIES :

Employers in relation to the management of Calcutta Port Trust

#### AND

Their workmen.

#### PRESENT :

Mr. Justice Manash Nath Roy, Presiding Officer.

#### APPEARANCES :

On behalf of management—Mr. P. Roy, Deputy Labour Adviser and Industrial Relation Officer with Mr. G. Mukherjee, Personnel Officer.

On behalf of workmen—Mr. R. I. Banerjee, Working President of the Union.

STATE : West Bengal

INDUSTRY : Port

#### AWARD

After the reference was made by the Government of India, Ministry of Labour to this Tribunal for adjudication vide Order No. L-32012/6/90-IR (Misc.) dated 4th April, 1991, parties entered appearance and thereafter on 11th September, 1991 a petition was filed by the Working President of the Haldia Calcutta Port and Dock Shramik Union stating that the workman concerned was not desirous of continuing with the present dispute since he has become a Class-II officer of the Calcutta Port Trust and recouped the financial loss.

2. Thus a prayer was made that the reference need not be adjudicated.

3. Above being the position, I dispose of the reference in terms of the statements as recorded in the petition dated 11th September, 1991.

This is my Award

Dated, Calcutta,

The 25th September, 1991.

MANASH NATH ROY, Presiding Officer  
[No. L-32012/6/90-IR (Misc.)]

तृई दिनी १ अक्टूबर, १९९१

का.आ. २७७९.—औद्योगिक विवाद अधिनियम, १९४७ (१९४७ का १४) की धारा १७ के अनुसरण में, केन्द्रीय सरकार, राउरकेला स्टील प्लांट आफ स्टील अथॉरिटी आफ इंडिया लि. के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, उड़ीसा, भुवनेश्वर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को ८-१०-९१ को प्राप्त हुआ था।

New Delhi, the 9th September, 1991

S.O. 2779.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Orissa, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Rourkela Steel Plant of Steel Authority of India Ltd. and their workmen, which was received by the Central Government on the 8-10-91.

#### ANNEXURE

#### INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR

#### PRESENT :

Shri R. K. Dash, LL.B.,  
Presiding Officer,  
Industrial Tribunal,  
Orissa Bhubaneswar.

Industrial Dispute case No. 1 of 1982 (Central)  
Dated, Bhubaneswar, the 30th September, 1991.

#### BETWEEN :

The Management of Rourkela Steel Plant of Steel  
Authority of India Ltd., Rourkela.

..First Party-Management.

#### AND

Their workmen represented through United Mines Maz-  
door Union, P. O. Tensa, Dist, Sundergarh.

..Second Party-Workmen.

#### APPEARANCES :

Sri. S. N. Muduli, Advocate.—For the second Party-  
Management.

Sri. S. N. Muduli, Advocate.—For the second Party-  
Workmen.

#### AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred upon them by Section 7A and clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), and by their Order No. L-26024/2/81-D.III.B dated 5th January, 1982 have referred the following dispute for adjudication by this Tribunal :—

"Whether the dismissal of S/Shri Rabinarayan Naik, Lakshman Mahakud, Anirudha Patra, Sibcharan Patra, Gangu Naik, Rajan Naik, Bhagya Das and Natha Naik piece rated workers of Kalia Iron Ore Mines of Rourkela Steel Plant is justified? If not to what relief they are entitled to?"

2. To put shortly the case of the management is that Kalia Iron Ore Mines is a captive mine of Rourkela Steel Plant. From the said mine iron ores are raised, made to

and sent to the Steel Plant. To operate that mine two types of labourers are engaged—one : departmental labourers who are called as piece rated labourers and the second : Gorkhpuri labourers. The departmental piece rated labourers are required to produce ores of smaller size than that of the Gorkhpuri labourers and for that they get higher wages. Dispute arose when the departmental piece rated labourers instead of producing the required size of ores produced the size of ores equal to that of Gorkhpuri labourers. On 24-5-77 morning the Superintendent of Kalia Iron Ores Mines (management's witness No. 2) on being informed that work had been stopped in the mine and the trucks which had come to lift and transport ores had been detained, he alongwith other officials went to make an enquiry into the matter. To him, the departmental piece rated labourers put forth their demand that all the ores raised by them should be transported to the Steel Plant irrespective of the size to which he replied that he had instructed not to transport oversize ores to the plant as because he had received message from the Plant Authority in that regard. Being not satisfied with his reply, they went on shouting as a result of which the situation was aggravated. From amongst the departmental piece rated labourers the present workmen assaulted the Superintendent and other officials, pushed them inside a pit, compelled them to write down in a paper that their demands would be fulfilled within a stipulated time. At this juncture when the Police came all the labourers dispersed. A written report was submitted to the local Police on the basis of which a criminal case was initiated against the present workmen who had actively taken part in committing the crime as aforesaid. Simultaneously, they were charge-sheeted by the department and a domestic enquiry was held. They being found guilty by the enquiry officer, punishment was imposed on them by dismissing them from service. Thereafter these workmen raised the present dispute challenging the legality of the said order and ultimately the Government referred the same to this Tribunal for adjudication.

3. Controverting the case of the management as aforesaid it is stated on behalf of the workmen that no such occurrence as alleged had at all taken place in the mine. Their specific case is that as because they had been demanding better service condition the management out of grudge and with a view to suppressing them, concocted a story and took stern action against them by taking away their job. In addition to it, they have pleaded that the domestic enquiry conducted at the instance of the management is not fair and proper. In view of such stand taken by the workmen hearing on the question of fairness of the domestic enquiry was taken up as preliminary issue and on conclusion of the hearing it was held that the domestic enquiry was neither fair nor proper. Having held thus, the management was given an opportunity to lead evidence on merit. This is how, both parties could lead evidence in support of their case.

4. Learned counsel Sri Muduli appearing for the workmen having taken me through the evidence urged that the evidence adduced by the management being discrepant no reliance can be placed on it to hold that on the date of incident these workmen gheroud and assaulted the officials. On the other hand learned counsel for the management submitted that the officials who have been examined in this case had no axe to grind against the workmen and therefore, their evidence being true and trustworthy, a conclusion can be had that these workmen committed overt acts which are subversive of discipline.

5. The management in support of its case has examined for witnesses. These witnesses were examined both in the criminal proceeding as well as in the domestic enquiry. It is strenuously urged by learned counsel Sri Muduli that witness No. 1, Peter Soreng, witness No. 3 Kishore Chandra Mahanta and witness No. 4 Marumohan Behera of the management though had not deposed against these workmen in the criminal case implicating them in the alleged incident but however, in this proceeding they have developed the story and deposed against them and therefore their evidence being not above reproach should be rejected. I find some substance in his submission. One of the witnesses, namely, Manmohan Behera, who according to the management was man-handled by these workmen did not speak anything in

that regard in his evidence in the criminal case. So also another witness Kishore Chandra Mahanta in his earlier statement before the Magistrate had not stated anything implicating these workmen in the alleged incident. The next two witnesses are Peter Soreng and Jatindra Narayan Praharaj. Though Peter Soreng in his earlier version to the Magistrate had stated that three workmen namely, Bhagya Das, Rabi Narayan Naik and Anirudha Patra man-handled Sri M. M. Behra but Sri Behra in his statement before the Magistrate did not speak anything against them. However, a perusal of the evidence of Sri Soreng would reveal that some incident had taken place inside the mine. As deposed to by him, a group of labourers assembled inside the mine, gheroud Sri Praharaj and assaulted him on the question as to why arrangement could not be made for lifting of ores.

6. Now coming to the evidence of the Manager Sri Praharaj I find that his evidence is true and trustworthy and the same can be relied upon to find that some of these workmen took law to their own hands and assaulted him. In his earlier report to the Police Ext. B (F.I.R.), he had names these workmen except Sib Charan Patra to have committed the overt acts. In his statement before the Magistrate, Ext. D, he stated that being informed that the local labourers had stopped work, he went inside the mine and while discussing with the workers, those seven workmen assaulted him and pushed him inside a pit. In his version before this Tribunal he has also implicated those seven workmen to have committed the mischief as aforesaid. He was cross-examined at length by the learned counsel appearing for the workmen but nothing substantial could be brought out to impeach his credibility. He is a Senior Officer of the Management and admittedly he had no axe to grind against any of these workmen. Law is well settled that if the evidence of a single witness inspires confidence, a court of law will not hesitate to rely upon the same and act upon it. Though I have excluded the evidence of other witnesses as discussed above because of inconsistencies in their earlier version, but the evidence of Sri Praharaj is alone sufficient to hold that the present workmen except Sri Sib Charan Patra committed overt acts, assaulted him and pushed him inside a pit. These acts as provided in the Standing Order of the Management amount to serious misconduct and if the same are allowed to happen there can be no smooth administration which may ultimately affect the industrial peace. In a democratic country one has right to ventilate his grievance in a legal way but not by resorting to lawlessness.

7. In view of my discussions made above, I hold that the action of the Management in dismissing the aforesaid workmen except Sri Sib Charan Patra from their services is legal and justified. So far the workman Sib Charan Patra is concerned, the Management having failed to prove by leading acceptable evidence that he had taken part in the incident I hold that the order of dismissal passed against him is illegal and therefore, he should be reinstated in service with full back wages.

The reference is answered accordingly.

SHRI R. K. DASH, Presiding Officer

B. M. DAVID, Desk Officer

नई दिल्ली, 8 अक्टूबर, 1991

का. आ. 2780.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार, मै. भारत कोकिंग कोल लि. की कथारा वाशरी के प्रबन्धन में संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अन्वय में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-10-91 की प्राप्त हुआ था।

2767 GI/91—13

New Delhi, the 8th October, 1991

S.O. 2780.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 1, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Kathera Washery of M/s. Bharat Coking Coal Ltd. and their workmen, which was received by the Central Government on the 4th October, 1991.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947

Reference No. 113 of 1990

#### PARTIES :

Employers in relation to the management of Kathera Washery of M/s. Central Coalfields Ltd., P.O. Kathera, District Giridih.

#### AND

Their Workmen.

#### PRESENT :

Shri S. K. Mitra, Presiding Officer.

#### APPEARANCES :

For the Employers—Shri R. S. Murthy, Advocate.

For the Workmen—Shri D. Mukherjee, Secretary, Bihar Colliery Kamgar Union.

STATE : Bihar.

INDUSTRY : Coal.

Dated, the 25th September, 1991

#### AWARD

By Order No. L-20012(160)/89-I.R.(Coal-I), 'dated,' the 8th May, 1990, the Central Government in the Ministry of Labour, has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2-A) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Kathera Washery of C.C.L. P.O. Kathera, District Giridih by not making payment of equal pay for equal work and not regularising the services of Sri Laxman Kumar Murmu and 170 other workmen engaged in slurry ponds of Kathera Washery at par to the corresponding categories of departmental employees of Kathera Washery is justified. If not, to that relief the workmen concerned are entitled ?"

2. The case of the management of Kathera Washery of M/s. S.C. Ltd., P.O. Kathera, District Giridih, as disclosed in the written statement-cum-rejoinder, details apart, is as follows :

At no time there existed any relationship of employer and employee between the management of Kathera Washery and the persons referred to in the reference and hence there is no industrial dispute in the present case within the meaning of Sec. 2(k) of the Industrial Disputes Act, 1947. The order of reference impliedly underlines abolition of contract system and departmentalisation and regularisation of the persons figuring in the present reference. The abolition of contract system is beyond the jurisdiction of this Tribunal. That apart, Ramdas Rabidas whose name appears at serial no. 26 of the annexure to the order of reference died long ago and there can be no industrial adjudication in regard to a dead person. The person whose name appears at serial no. 69 is an impostor as the real person Babudas Soren has already been employed by the management in place of his father who sought voluntary retirement. Bhubaneshwar Kumar (Sl. No. 151) left the service of the contractor long ago. The sponsoring union is legally estopped from raising the present dispute as it signed agreement/settlement with the Contractors regarding wages payable to the persons referred to in the present reference.

The substantive case of the management is that the construction of Kathara Coal Washery was completed in 1969 with Russian Collaborations. The Washery was designed, constructed and equipped for washing medium coking coal and beneficiation thereof so that clean coal of the specifications stipulated by the Steel Plants can be produced from raw coal and supplied to the Steel Plants. The parameters of the clean coal are related to the ash content, coking index, swelling index and low temperature grey king (LTGK) etc. The washery was specially equipped with deshalting plant, heavy medium section, heavy media cyclones, froth floatation section etc. A Laboratory is also attached to the washery which is fully equipped for testing the quality of raw coal, fine coal rejects coming out of the washery etc. The special equipments installed in the washery include primary crusher, secondary crusher and impact crusher, and because of these crushers the fines generated are more than in the case of other washeries. At the initial state, the quantity of fines and rejects flowing out of the washery were not much. During the end of 1970's it became necessary to collect the fines and rejects coming out of the washery. The washed coal produced by the washery was/is being loaded directly into the railway wagons through mechanical means. A part of raw coal fed into the washery comes out in the shape of middlings having a very high ash content and solid material, these middlings cannot be used in the Steel Plants. But they can be used in the Thermal Power Station. Contractors have been engaged for collection of some of the coal fines and rejects coming out of the coal washery along with water. The process involves extraction of coal fines and rejects from the ponds/basins meant for the purposes and loading of the same into trucks for transportation to the selected sites. Some of the rejects and fines coming out of the washery alongwith water and settling down in the ponds/basins are collected directly by different parties from time to time and they make briquets for the purpose of sale. It is possible that the entire quantity of fines and rejects coming out of the washery and settling down in the ponds can be disposed of in this manner and there is absolutely no need for the management to engaged any contractor for the purpose of extraction of coal fines and rejects from the ponds and loading them into trucks for transportation to different sites. Besides the persons referred to in the annexure to the order of reference, a large number of other persons are engaged by the contractor to whom jobs have been awarded by the management from time to time. Such being the case, there is no reason as to why the case of the persons referred to in the reference should be taken up for consideration separately as canvassed by the sponsoring union and if this is done that will lead to discrimination. For execution of jobs aforesaid the management invites tenders from time to time and entrust the same to the contractors. Due to some technical problems and, frequent electric power failure the fine coal balancing system gets often disturbed and smooth operations of the washery gets adversely affected. Under the circumstances the quantum of fines and rejects/tailings escaping from the thickeners and flowing in the ponds has increased. In order to overcome these difficulties and also the difficulties encountered in the operation of the disc filters meant for dewatering of floatation tailings a modification was carried in the tailing recovery circuit system by installing water cyclones and dewatering screens. This has led to some improvement. A technical committee constituted by the Government of India prepared a report wherein a number of modifications scheme has been suggested in order to overcome the difficulties encountered in the fine coal circuit of the washery. The modification suggested is as follows :

- (i) Installation of solid-bowl centrifuge for dewatering of tailings in place of disc filters which are not operating well.
- (ii) Installation of screen bowl centrifuge for dewatering of floatation concentrates in place of existing disc filters for better operational efficiency.
- (iii) Replacement of existing floatation cells with higher capacity cells.
- (iv) Replacement of existing Dorco-pumps below the thickeners by high capacity centrifugal pumps.
- (v) Installation of oversize projection system.

The management is taking action to carry out the above modifications and when the same is carried out, the quantum of fines and tailings/rejects flowing into the ponds will be

almost completely eliminated. At the same time a captive power plant is under construction and it is expected to be commissioned very shortly and when this is done, the problem arising out of frequent power failure will be eliminated. When the above modifications are carried out, there will hardly be any need for any person to be employed or contractor carrying out jobs which have hitherto been entrusted to the contractor. Considering the actual quantum of work executed at present by the contractor, the maximum number of workmen required will be 80 and such a large number of persons as referred to in the reference order is not required. The contractor is changed from time to time. Execution of the job entrusted to the contractor was suspended between 28th December, 1986 and 14th January, 1987, 2nd May, 1987 and 3rd August, 1987, 1st October, 1987 and 23rd January, 1988, 6th August, 1989 and 24th May, 1990 and these indicate that the job is not of a continuous or permanent nature. The sponsoring union reached agreements from time to time with different contractors in regard to wages payable to the persons engaged by such contractors. In the context of these facts the sponsoring union is estopped from claiming wages for the workmen referred to in the reference order. The management of the washery does not have any direct workers executing or performing the same kind of job as is being performed by the workmen of the contractor, N.C.W.As for the Coal Industry also do not provide for any rates of wages payable to the workers performing the work of this nature. Since the management does not have any departmental workers performing the same kind of work, the question of equal pay for equal work does not arise. Even so, the question of wages payable to the contractor's workers has to be decided by the Chief Labour Commissioner (C) under Rule 25 of the Contract Labour (Regulation & Abolition) Central Rules and this issue cannot be the subject matter for adjudication. The persons referred to in the reference order are not entitled to be regularised. Regularisation will arise only if there is any irregularity. Besides there is no relationship of employer and employee between the management and these workmen. Keeping all these factors in view, the management has submitted that its action in not regularising the persons concerned in service is perfectly justified.

3. The case of the sponsoring union, Bihar Colliery Kamgar Union, as appearing from the written statement submitted on behalf of the concerned workmen, shorn of details, is as follows :

The concerned workmen, S/Shri Lakshmi Kr. Murmu and 170 others have been working in the slurry pond of Kathara Washery since 1974 continuously and all of them have been working within the precinct and premises of Kathara Washery in permanent nature of job. Each of them has put in more than 240 days attendance in each calendar year and all of them have been working under the direct control and supervision of the management. They have been performing the job of cleaning, removing and excavating of slurry from the slurry pond which is a permanent nature of job. The workers of Giddi Washery have been getting wages as per N.C.W.A.I., II, III and IV for performing similar nature of job. The departmental employees of some washeries of M/s. C. C. Ltd. have been performing similar nature of job and they have been getting wages as per N.C.W.A.I., II, III & IV and other benefits. All the implements for execution of the job are being supplied by the management. Despite these facts, the anti-labour management has been disbursing their wages through its intermediary in different periods. The management has been paying them wages much lower than the wages as admissible under N.C.W.A.I., II, III and IV. The so-called intermediaries are changing practically every year, but the workmen have remained the same. One of such intermediaries decamped in 1988 but he was arrested by the C.B.I. and since then the management practically has been disbursing the wages to the workmen directly. The concerned workmen demanded regularisation and as a consequence the management stopped them from duty without assigning any reason and without following the mandatory provision of law. However, the management was forced to allow them to resume their duty with effect from March, 1990, but started a new device to exploit the workmen. The union and the concerned workmen raised a protest against the new device of the management for exploiting the workmen. The issue was not resolved and seeing no other way, the union was constrained to raise the present industrial dispute before the Asstt. Labour Commissioner (Central), Hazaribagh. The conciliation proceeding ended in failure due to adamant attitude of the management. The Government of India, Ministry of Labour, has been pleased to refer the

dispute for adjudication by this Tribunal. The action of the management of Kathara Washery in not making payment to the concerned workmen on the basis of equal pay for equal work and not regularising them is illegal and unjustified. The concerned workmen are entitled to wages of Group-III wages as per N.C.W.As and the action of the management in not paying them Group-III wages is illegal and unjustified. The concerned workmen are entitled to be regularised in service and Group-III wages as per N.C.W.As with retrospective effect.

4. In rejoinder to the written statement of the sponsoring union, the management has stated that the ponds where the fines and rejects are collected are not within the precincts and premises of Kathara Washery and the nature of job in question is not a permanent one. The N.C.W.As have not laid down any rate of wages for slurry removal or slurry cleaning workers. The work tools to the contractor's workers are supplied by the contractor himself. The contractors have been changing periodically, but it is wrong to suggest that the workmen remained the same. It has been denied also that the management resorted new tactics or device to exploit the workmen. Since the management never engaged the persons concerned there was no question of the management either to stop them from work or subsequently to allow them to resume duty from March, 1990.

5. In rejoinder to the written statement of the management, the union has asserted that the present dispute is an industrial dispute within the meaning of Industrial Dispute Act. The demand of the workmen is not for abolition of contract system but for regularisation of their service. By implication the present reference does not mean abolition of contract system. Ram Das Rabidas died during the pendency of the present reference. Babudas Soren is not an imposter as alleged by the management. It is not true that Bhuneshwar Kaman had left service; in fact, he has been absenting from duty due to his serious illness for a few months only. During the pendency of adjudication the management has stopped some of the concerned workmen, namely, Brahmdeo Mahato, Dhuma Gope etc. from duty without taking prior permission or approval of the Tribunal. Kathara Washery started producing washed coal since 1969. The washery was designed for washing raw coal for the purpose of using the same in the steel plant and other industries. But the parameters of clean coal are not related to swelling index, low temperature grey king and the washery was not specially equipped with deshaling plant. Forth flotation plant was installed and completed with construction of main washery. The washery plant started bleeding slurry out of the washery from the date of initial running of the washery. The management simultaneously constructed slurry pond for collecting slurry. Middlings come out of different circuit and it has no relation so far as slurry is concerned. It is not true that rejects also come out of the coal washery along with water and the process of removal of slurry also involved extraction of the alleged reject from the ponds. It is not true that the rejects are loaded into trucks for transportation to the selected sites. It is not true that briquets are prepared from the alleged rejects. It is absolutely false that the entire rejects coming out of the washery and settling down in the slurry ponds can be disposed of in the manner as suggested by the management. The concerned workmen have been working in the job of removal of slurry within the precincts and premises of the washery since long continuously and the anti-labour management has been disbursing their wages through different intermediaries in different period in order to deprive them of their legitimate wages. The intermediaries are changing every year, but the workmen are remaining the same. It has been alleged that after raising of this dispute interested and corrupt officials of the management inducted the names of their relatives under the so-called intermediaries with a view to induct them in service. It is not true that due to alleged technical problems and frequent electric power failure the alleged fine coal balancing system gets often disturbed and smooth operation of the washery adversely affected. The statement of the management as contained in para-regarding preparation of a report by Technical Committee constituted by the Government are based on imagination and hypothesis. It is absolutely false that any alleged technical committee constituted by the Government of India had prepared a report suggesting modification for stopping of bleeding of slurry. The other washeries of M/s. C.C. Ltd. and M/s.

B.C.C.L. which have been functioning prior to the establishment of Kathara Washery, have been discharging slurry regularly and a large number of slurry removal workers are working there. It has been asserted that a washery which has been running since 1969 and discharging/bleeding slurry continuously since 1969 will stop bleeding slurry after a lapse of 21 years simply because the workmen working there demanded regularisation and proper wages. The statement of the management about requirement of minimum number of workmen is false and based on imagination. The sponsoring union is not estopped from claiming wages as per N.C.W.As for concerned workmen. It has been asserted that all the concerned workmen are performing the job of the management and legally they are direct employees of the management, but the management has been paying their wages in the name of so-called intermediaries only to deprive them of their legitimate dues. As per N.C.W.As a workman, for performing the job of stacker and Loader, gets Group-III wages. The concerned workmen excavate and also stack the coal and for that reason they should get at least more than Group-III wages. It has been asserted that the slurry cleaning workers of Giddi Washery of M/s. C.C.L., are getting Group-III wages. The contention of the management that the matter of wages should be decided by the Chief Labour Commissioner (Central), New Delhi, is misconceived.

6. The management, in order to sustain its action, has examined MW-1 Sri K. P. Ram, Senior Personnel Officer of Kathara Washery and MW-2 Sri D. K. Ghosh, now holding the post of Superintending Engineer in Kathara Washery and laid in evidence a mass of documents which have been marked Exts. M-1 to M-43.

On the other hand, the concerned workmen has examined one of them, namely, WW-1 Jagannath Rabidas and laid in evidence only two items of documents which have been marked Ext. W-1 and W-2.

7. Way back in 1969, the construction of Kathara Coal Washery, Belonging to M/s. C.C. Ltd., a subsidiary of Coal India Ltd., was completed with Russian Collaborations. It is not necessary to underline here the importance of the roll of washery, as it is widely known, in the Industrial fabric of the country, specially in Coal Industry.

The washery in question, as the written statement of the management reveals, was designed, constructed and equipped for washing medium coking coal and beneficiation thereof so that clean coal of the specifications stipulated by the Steel Plants can be produced from raw coal and supplied to the Steel Plants.

The function of the washery is to wash medium coking coal and beneficiation thereof. In the process a part of the raw coal fed into the washery comes out in the shape of middlings which are not considered for use in the Steel Plants because of very high ash content and solid materials. In the process of washing of raw coal some of the coal fines with water, commonly known as slurry and rejects also with water come out of the washery. According to the management these coal fines and rejects coming out of the washery are deposited in the ponds/basins meant for the purpose and loaded into trucks for transportation to the selected sites. It has been contended by the union that slurry does contain rejects or tailings and that these rejects and tailings are not deposited in the ponds/basins. The contention of the union gets support from the statement of MW-2 Sri D. K. Ghosh, Superintending Engineer of Kathara Coal Washery. According to Shri Ghosh the composition of slurry is water mixed with .05 mm particles of coal and the slurry does not contain rejects or tailings and the rejects/tailings do not go into the ponds. Admittedly, five ponds have been existing and it is claimed by the union that all these ponds are situated within the precincts and premises of Kathara Coal Washery while the management has been contending that they are not so. According to MW-2 Shri D. K. Ghosh, Pond No. 1 was excavated by Russians and the other ponds came into being by natural process by overflowing of slurry from Pond Nos. 1 to Pond 2 and so on and so forth. The management has failed to state in its pleading as to how the remaining four ponds came into existence whether by human efforts or by natural process. While Shri Ghosh has stated that the remaining four ponds were created by natural process, MW-1 Sri K. P. Ram, working as Senior Personnel Officer in Kathara Coal Washery has got a different version in the matter. He has stated that all the five ponds have been constructed by the manage-



ment. On the other hand, WW-1 Jagarnath Rabidas, one of the concerned workmen, has emphatically stated that the management of M/s. C.C. Ltd. excavated all these five slurry ponds. Regard being had to the pleading of the management, the evidence of MW-1 Sri K. P. Ram and WW-1 Sri Jagarnath Rabidas with regard to the construction/excavation of the slurry pond, I have no hesitation to conclude that Shri Ghosh over did himself when he stated that the four remaining slurry ponds came into being by natural process.

8. Admittedly, Kathara Coal Washery belongs to M/s. C.C. Ltd. Shri Ghosh has admitted that land underneath the slurry ponds and abutting them belongs to Kathara Coal Washery. here appears some dispute as to whether all these five ponds are situated within the precinct, and premises of the washery. Nevertheless, the fact remains that the slurry ponds belongs to the establishment of the management.

9. It is the case of the management that the quantity of fines and rejects flowing out of the washery were not much at the initial stage and during the end of 1970's it became necessary to collect the fines and rejects coming out of the washery. Despite the averment of the management in the written statement that the quantity of fines and rejects flowing out of the washery were not much at the initial stage, Shri Ghosh has stated that initially slurry did not use to flow into the slurry ponds. This statement of Shri Ghosh indicates that he has got a proclivity to over do himself evidently, to give fillip to the case of the management. Anyway, he has stated further that from 1979 slurry has been flowing into the slurry ponds and over the years with the increase in production, the volume of slurry flowing into the slurry ponds has also increased.

As I have pointed about above, the management has not spelt out in its written statement as to when these five slurry ponds came into existence, but at least one of them, viz, Pond No. 1 was constructed by the Russian during 1969-70 as the evidence of Shri Ghosh discloses. WW-1 Jagarnath Rabidas has asserted that he has been working in Kathara Slurry Ponds belonging to Kathara Coal Washery since 1974 and all other concerned workmen of this case have been working in the said slurry ponds at or about that time. The case of the management reveals that from the very initial stage fines and rejects have been flowing out of the washery, but according to the management the quantity was not much. I have already pointed out from the evidence that composition of slurry is 0.5 mm particles of coal mixed with water and it does not contain tailing or rejects. It is also in evidence that atleast one of the five ponds i.e. Pond No. 1 was constructed simultaneously with the washery. It may be that the other ponds came into existence by and by. The evidence of Shri Ghosh reveals that the volume of slurry flowing into slurry ponds have increased with the increase in production over the years. Thus, it is evident that the slurry ponds are essential part of the washery. Shri R. S. Murthy, learned Advocate for the management has contended that slurry ponds are not part and parcel of the washery. But upon the evidence on record this contention of his is not sustainable. From these evidence the irrefutable inference is drawn that the production of the washery will be adversely affected if the slurry ponds do not work. Hence, it cannot but be concluded that the working in the slurry ponds is an integral part of the works of the establishment of the Kathara Coal Washery.

10. It is the claim of the union that the concerned workmen have been working in the slurry ponds on the job of cleaning, removing and excavating slurry. The management has taken the position that the jobs have been entrusted to the contractors and that the concerned workmen are not the only persons doing these jobs, but there is a large number of other workers who have been engaged by the contractors to whom the jobs have been awarded. The management has not denied that the concerned persons have not been doing the jobs of cleaning, removing and excavating slurry from the slurry ponds. Thus, the pleadings of the parties clinch the issue that the concerned workmen have been doing the job of cleaning, removing, excavating slurry from the ponds of Kathara Coal Washery. Shri Ghosh has also admitted that the concerned workmen have been working in slurry ponds Nos. 1 and 2. Jagarnath Rabidas has also stated that all of them including himself have been working in Pond Nos. 1 and 2 in Kathara Coal Washery and that they have been doing the work at the instance of the management. He has further stated that their job is to

remove slurry from the slurry ponds and to load the same on to the trucks and after the process is done and slurry so removed and loaded into trucks is loaded again into railway wagons for despatch of the same to destination. He has also stated that sometime they are required to do the job of lifting of slurry from Pond Nos. 3, 4 and 5 for converting the same into briquettes which is done by the workmen or the management. Anyway, from the evidence on record as discussed above, it is firmly established that slurry ponds which are the place of work of the concerned workmen belongs to the establishment of the management and the jobs done by the concerned workmen are an integral part of the workers of the establishment. The union has asserted that the concerned workmen have been working in the slurry ponds of Kathara Coal Washery since 1974 on the job of cleaning, removing and excavating slurry which is a permanent nature of job and in the process they have put in more than 240 days attendance in each calendar year. The management has not made any specific denial of these statements in its pleading; it has simply made a general omnibus denial of the statements of the union as contained in its written statement. WW-1 Jagarnath Rabidas has stated that he has been working in Kathara Coal Washery on the job of removal of slurry from the slurry ponds and loading the same on to the trucks and railway wagons since 1974 and all of the other workmen have been working in the slurry ponds on the jobs aforesaid since 1974 or at or about that time. Shri Ghosh has admitted that the concerned workmen have been working in Pond Nos. 1 and 2. It is the case of the union that the management has adopted the subterfuge of disbursing wages to the concerned workmen through different intermediaries and the so-called intermediaries are practically changing every year though the workmen have remained the same. The management has taken the position that the concerned workmen are the workmen of the contractor and that it is wrong to suggest that the workmen have remained the same although the contractors have been changing. But Shri Ram (MW-1) has admitted that it is true that the workmen working under the contractor have changing. He has further stated that the attendance of the concerned workmen for a particular year or years will be evident if all the wage bills are produced. But the management has failed to produce all the wage bills for the relevant period.

Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 envisages prohibition of employment of contract labour in any process, operation or other work in any establishment provided, amongst others, the process, operation or other work is of perennial nature that is to say it is of sufficient duration having regard to the nature of the industry, trade, business etc. The Government of India by Notification dated 11-12-90 has prohibited employment of contract labour in the work/operation of (i) transport of middlings and (ii) removal of slurry in coal Washery. Hence, the Government considered that removal of slurry is a job of perennial nature.

Considering all the evidence on record, I am constrained to hold that the concerned workmen have been engaged on the job of removal of slurry since 1974 or thereabout and they have been doing the job continuously over the years. Since the Government has prohibited employment of contract labour on the job of removal of slurry, the concerned workman doing that job in Kathara Coal Washery shall be deemed to be the direct workmen of the management with effect from the date of the notification.

11. The management has taken the plea that the Government has prepared a report wherein a number of modifications has been suggested and when such modifications are carried out the quantity of fines and tailings and rejects flowing into ponds will be almost completely eliminated. The union has contended that question of these modifications are imaginary and hypothetical. The report of the Government has not been produced before me nor has any competent person been examined to vouch for the feasibility of such report. Hence, the proposition of elimination of fines and tailings/rejects flowing into slurry ponds has remained in the domain of the rosy imagination and hypothesis. The management wants us to descend on the land of El-dorado, but the harbour of that promised land is not discernable as it is shrouded in dense cloud of mists.



12. The management has introduced a new fact although not adumbrated in its pleading at the time of hearing by contending that the Atekar Committee has suggested some modifications of plants with a view to stopping of slurry flowing into slurry ponds. Shri Gnosh has stated that when the modifications as suggested by Atekar Committee will be implemented only a small portion of slurry will be flowing into slurry ponds, according to Shri Gnosh atleast 90% of the slurry will not flow into slurry ponds and some modifications as suggested are expected to be completed in 1992 and some in 1993. In cross-examination Shri Gnosh has been constrained to state that he has not seen any washery as per designed of Atekar committee and after implementation or modification as suggested the blocking of slurry from the washery has completely stopped. He has claimed that his statement that 90% of slurry will stop flowing from the washery is on the basis of report of the Atekar Committee. He has admitted that pages 62 to 63 of the report of the Committee marked Ext. M-42 does not bear the signature of any person. He has further admitted that huge machineries will be required to be installed and huge expenditure will have to be incurred in order to implement the report of the Atekar Committee. He has also stated that the decision at the company level has to be taken in order to implement the report of the Atekar Committee and consequential expenditure. He has claimed that the Head Office of M/s. C.C.Ltd. invited tender for installation of machineries. Needless to say that the management could not file any paper regarding tender and acceptance thereof. It appears that the Atekar Committee suggested some modifications. The report indicates that modification of plant was completed with Collaboration and a project report was prepared in 1982. But the scheme submitted by the Russians has been deferred till from Patnerdih Washery scheme are available. The operational result of Partherdih washery has not been placed on record. Considering these facts and evidence it appears that the claim of Shri Gnosh with regard to stopping of slurry flowing into slurry ponds upon modification of the plant is alike the story of the proverbial moose laying golden eggs.

13. While discussing the case of the management about the possibility of almost total elimination of flow of slurry into slurry ponds by implementation of recommendation of the Technical Committee constituted by the Government of India and Atekar Committee, I have drifted away from the main core of the case. Conclusion drawn by me from the evidence on record, as pointed out before, abundantly makes it clear that the claim of the management with regard to elimination of flow of slurry into slurry ponds in terms of the report of the Committees is not at all tenable. Now, I regain the thread of discussion on the core of the case.

The pleadings of the parties and the evidence on record finally establish the fact that the concerned workmen have been engaged for removal of slurry from the slurry ponds and for loading the same into trucks for transportation to destination. Award of works to the contractor produced by the management (Exts. M-29, M-31 and M-32 to M-34) establish that the contract was awarded for removal of slurry from the slurry ponds by trucks including loading, unloading and transportation for weighment and stacking at a place specified by the authority of Kathara Washery. Evidently, the concerned workmen is a group of workman who have been performing the aforesaid job apparently under contract system. The union has complained that this contract system is a camouflage and asserted that the concerned workmen have been performing the job aforesaid under the supervision and control of the management and work implements are also being supplied by the management. The management has asserted that the contract system is a real one and that it has got no control and supervision over the job of the concerned workman nor does it supply work implements to them. There can be no doubt that the slurry is used for the purpose of the establishment of the management and the award of work to contractor reveals that the contractor is subjected to the control of the establishment. The livelihood of the workmen substantially depends on the services rendered by them for the benefit of the establishment. I have already held that the works done by the concerned workmen were integral parts of the establishment of the management of Kathara Coal Washery and place of work

also belonged to the same establishment. In the circumstances, the concerned workmen shall be deemed to be the workmen of the principal employer i.e. management of Kathara Coal Washery (1973 Lab. I.C. 1264: Hussanbhai vs. The Alath Factory Tezhnath Union & others).

14. It appears that the sponsoring union arrived at a settlement with the contractor in presence of the representative of the management over their wages (Exts. M-1, M-2 and M-3).

Shri R. S. Murthy, learned Advocate, has contended that since the union has come to an agreement with the contractor over the wages of workmen, it is estopped from claiming that they are not workmen of the contractor. It is a well-settled principle of law as propounded by the Supreme Court that the technical plea of acquiescence estoppel and waiver etc. are not appropriate to the industrial adjudication. There is no evidence that the sponsoring union has represented anything to the management and the management has acted upon such representation and changed its position. Hence, in my view, the plea of estoppel as raised by Shri Murthy, is not sustainable.

15. It appears from the documents submitted by the management that trouble brewed in the washery over the wages paid to the concerned workmen and quantum of work allotted to them, the matter came to a head that the workmen resorted to strike. The management approached the law and order authority for appropriate action. Ultimately the crisis was blown over.

16. The management has submitted certificate of registration of establishment (Ext. M-40). It discloses that Md. Isran and Shakti Coal Agency were entrusted by the management with the work of transportation of rejects and slurry. But the management could not produce the licence of the contractor. Evidently, the Contract Labour (Regulation and Abolition) Act is applicable in the present case as the establishment of the management was employing more than 20 workmen as contract labour and the contractor was employing more than 20 workmen. The certificate of registration is required to be obtained by the principal employer under the provision of Sec. 7 of the Act and licence is to be obtained by the contractor under the provision of Sec. 12 of the Act. Unless both these conditions are complied with, the provision of Contract Labour (Regulation and Abolition) Act, 1970 would not be attracted. Even if one of the conditions is not complied with, the provision of the said Act would not be attracted. In the situation wherein either of these two conditions is not complied with the position would be that a workman employed by the intermediary would be deemed to have been employed by the principal employer (1990 Lab. I.C. 1968: Food Corporation of India Workers' Union, Calcutta Vs. Food Corporation of India, New Delhi and others). Shri R. S. Murthy has contended that since Licensing Authority signed the agreement between the contractor and his workmen it should be implied that the contractor had a licence. The agreement was arrived at in presence of the Asst. Labour Commissioner (Central), Dhanbad. He might be the Licensing Authority, but he did not sign the agreement as Licensing Authority, but as a Conciliation Officer. Hence, this argument of Shri Murthy does not inspire confidence. Since the management has failed to produce the licence of the contractor, I come to the conclusion that the concerned workmen are the employees of the principal employer i.e. the management of Kathara Coal Washery.

17. The Central Government, after consultation with the Central Board prohibited employment of contract labour in the works/operation relating to (i) transportation of middlings and (ii) removal of slurry with effect from 11-12-90 by notification. This being so, the concerned workmen, employed for removal of slurry and doing other jobs, shall be deemed to be the employees of the principal employer i.e. management of Kathara Coal Washery.

The management could not produce the licence of the contractor. Then again, the establishment of the management was registered for transportation of rejects and slurry and not removal of slurry. Considering these facts I have

already held that since the management could not produce any valid certificate of registration of establishment for employment of contract labour on the job of removal of slurry and the licence of contract for execution of such job, the concerned workmen shall be deemed to be employees of the principal employer i.e. the management of Kathara Coal Washery.

Shri D. Mukherjee has submitted that slurry is coal in liquid form and so the concerned workmen are employed by the management for removal of liquid coal from the slurry ponds by loading the same into trucks in support of his contention that slurry is coal in liquid form, he has cited the decision reported in 1991 (1) PLJR (SC) 5 : B.C.C.L. Vs. State Bihar and others; DISCO Vs. State of Bihar & others and C.C. Ltd. and another Vs. Industrial Fuel Marketing Co. and others. He has further contended that loading of coal by employment of contract labour has long been prohibited by the Central Government and so the concerned workmen shall be deemed to be the workmen of the management of Kathara Coal Washery. I find that there is sufficient substance in his contention.

18. Shri R. S. Murthy, learned Advocate for the management, has contended that volume of slurry flowing into slurry ponds does not justify employment of a work force of 1/1. According to him only 250 to 300 tonnes of slurry are flowing into the slurry ponds daily. Shri Mukherjee has hotly disputed this position. Here again, Shri Ghosh has taken up the cudgels for the management in his evidence. He has stated that at present 300 tonnes of slurry are flowing into slurry ponds and that a work force having strength of 80 to 100 persons is required for removal of slurry from Pond No. 1 and Pond No. 2. In cross-examination, he has claimed that they have got documents to show that 250 to 300 tonnes of slurry are flowing into slurry ponds daily and that they are in a position to produce record within 15 to 20 days. But the documents have never been produced. On the other hand, Jagdish Rabidas have claimed that every day more than 800 tonnes of slurry are released from the washery to the slurry ponds. The management has admitted in the written statement that the contractors have been engaged for extraction of coal fines and rejects from the ponds and loading them into trucks and in the job entrusted to the contractors not only the concerned workmen but also a large number of others have been engaged by the contractors to whom the job have been awarded by the management from time to time. The management has submitted some papers relating to the award of work after tender. Particulars of work entrusted to the contractors, Md. Israil, M/s. Alok Coal Agency and M/s. Janta Coal Agency are as follows : (Exts. M-29, M-32 and M-33) :

“Removal of pond slurry by tipping trucks including loading, unloading and transportation for weighing and stacking at specified places at Kathara (W) as directed by Admn. (Distance 2-3 Kms.) approx.”

It appears from the award of work to Md. Israil dated 8-11-90 (Ext. M-32), award of work to M/s. Alok Coal Agency dt. 8-11-90 (Ext. M-33) and award of work to M/s. Janta Coal Agency dated 8-12-90 (Ext. M-34) that quantity of work sanctioned to M/s. Israil and M/s. Alok Coal Agency was 60,000 M.T. each and the contract was to remain valid from 1-5-90 to 30-4-91. It also appears that quantity of work awarded to M/s. Janta Coal Agency was 30,000 M.T. and the contract was remained valid from 1-11-90 to 30-4-91. Thus, it appears that the quantity of work sanctioned to the three contractors from 1-5-90 to 30-4-91 is 1,50,000 M.T. The management has not supplied all the awards of work after tender. Had all these tender papers been produced the exact position could have been realised. Even so, the document produced shows that more than 480 M.T. of slurry are required to be removed from the slurry ponds daily. It appears from the record note of discussion held between the management of M/s. C.C.Ltd. and the representative of the sponsoring union in presence of Sub-Divisional Officer, Tenughat on 4-5-90 that the work-load of 3 tonnes per head per day was fixed for the concerned workmen to earn minimum wage under Bihar Minimum Wages Act (Ext. M-25). This being the position the claim of the management that the volume of slurry flowing into slurry ponds per day is

250 to 300 tonnes per day is not tenable. The volume is much more and is in the region of 600 to 750 tonnes per day. Hence, there is requirement of a work force of 171 per day.

19. Shri R. S. Murthy has contended that the present reference is not sustainable because the union indirectly demanded abolition of employment of contract labour on the job of slurry removal. In support of this contention he has cited the decision reported in 1986 Lab. I.C. 396 : B.H.E.L. Workers' Association, Hardwar and others Vs. Bharat Heavy Electricals Karmachari Sangh and another. But this contention has got hardly any substance for the simple reason that the union has not demanded abolition of employment of contract labour on the job of removal of slurry. The pleading of the management discloses that some of the workmen engaged through contractor have raised this industrial dispute. That being so, it is evident that there are some other workmen engaged on the same job who are not parties to the present dispute. This again shows that the union representing the concerned workman has not demanded total abolition of contract system on the job of removal of slurry.

Shri Murthy has contended that there exists no relationship of employer and employee between the management of Kathara Coal Washery and the concerned workmen. But the conclusion reached by me from the evidence on record amply bears out this position that there exists relationship of employer and employee between the management of Kathara Coal Washery and the concerned workmen.

20. The union has claimed wages for the concerned workmen on the basis of equal pay for equal work. There is no dispute that the management of Kathara Coal Washery belonging to M/S. C.C. Ltd. has no departmental workmen to perform the job of removal of slurry and transportation thereof. The union has asserted that the slurry cleaning workmen of Giddi Coal Washery of M/S. C.C. Ltd. are getting Group-III wages for performing the job of slurry cleaning as the concerned workmen are doing. WW-1 Jagarnath Rabidas has stated that the workmen of Giddi Washery are being paid Group-III wages as per N.C.W.A. for doing the same nature of job as is being done by them and that the same position is obtaining in Kargali Washery where permanent workmen have been doing the same nature of job as is being done by them and they are getting group-III wages as per N.C.W.A. III & IV. MW-1 K. P. Ram has admitted that he does not know if 300 workmen of Kargali Washery have been working as departmental workmen on the job of slurry removal and they are getting Group-III wages. MW-2 has also admitted that he does not have any knowledge if slurry cleaning workers in Kargali Washery of M/S. C.C.Ltd. are regular workmen and they have been getting group-III wages.

Shri Murthy has contended that the principle of equal pay for equal work is not applicable here since the union has made a comparison between two different establishments. Their Lordships of Supreme Court has held in the case reported in 1982 Lab. I.C. 306 : Randhir Singh Vs. Union of India and others that such distinction is unsound. In that case their Lordships applied the principles of equal pay for equal work in the case of drivers/constables of Delhi Police Force by comparison with the drivers of Railway Protection Force. Hence, the comparison made by the union is quite opposite and unsustainable. I hold that applying the principle of equal pay for equal work the concerned workmen are entitled to get wages at par with that of the workmen doing the same nature of job in Kargali Washery and Giddi Washery i.e. Group-III wages.

21. I have reached the concluding stage of discussion in this case.

The management has alleged that Ramdas Rabidas whose name appears at serial no. 26 of the annexure to the reference order died long ago. The union has asserted that he died during the pendency of the present case. But no evidence has been laid by the union in support of this assertion. Then again, the management has asserted that Rabudas Soren whose name appears in serial no. 69 is an imposter and the real Babudas Sores has been employed by the management in place of his father who sought voluntary retirement. The management has filed letter of appointment of Babudas Manjhi (Ext. M-28) who, as per the evi-

dence is alias Soren. Hence, the claim of the union for employment of Babudas Soren, alias Manjhi is not sustainable. The management has also asserted that Bhuneshwar Kamar whose name appears at sl. no. 151 left the service long ago. The union has taken the position that he has been ailing. The wage-sheet does not disclose the name of Bhuneshwar Kamar. There is no evidence that he has been ailing since long. Hence, the claim of the union for employment of Bhuneshwar Kamar is not also sustainable.

It has been asserted by the union in its rejoinder that Brahmdeo Kamar (sl. no. 131) and Duma Gope (sl. no. 130) have been arbitrarily stopped from duty by the management during the pendency of this adjudication. MW-2 K. P. Ram has asserted in his evidence that Duma Gope was given employment by the management way back in October, 1988 as a nominee of his father who retired from employment voluntarily and that Brahmdeo Kamar has got employment in establishment of the Washery. The management has produced appointment letter of Brahmdeo Kamar (Ext. M-27).

Hence, these five persons are not, in my view, entitled to get employment in the establishment of the management. But the remaining 166 workmen figuring in the present reference are entitled to get employment in the establishment of the management, and the action of the management in not regularising them in service and making them payment on the basis of principle of equal pay for equal work is not justified.

22. Accordingly, the following award is rendered—the action of the management of Kathara Coal Washery of M/S. Central Coalfields Ltd. by not regularising the services of 166 workmen and not paying them wages on the basis of principles of equal pay for equal work is not justified. The management is directed to regularise them in service with effect from the date of the present reference i.e. 8-5-1990 and to pay them Group III wages less wages already paid with effect from that date.

In the circumstances of the case, I award no cost.

### SCHEDULE

S. No.	Name of the worker	Father's Name	Postal Address	Photograph
1.	Lamman Kr. Murmu	Rupan Murmu	Vill. Ambabala P.O. Champi Dist. Giridih	
2.	Kalydass Manjhi	Gogan Manjhi	" "	
3.	Karu Manjhi	Rasu Manjhi	" "	
4.	Geethlal Manjhi	Lobdhon Manjhi	" "	
5.	Chawa Ram Manjhi	Sikhari Manjhi	" "	
6.	Maharaj Tuddu	Bhana Todu	" "	
7.	Dhneswar Manjhi	Devi Manjhi	Vill. Silisaran P.O. Dhamdhu P.S. Khasmar Dt. Giridih	
8.	Binodh Manji	Ramjeet Manjhi	Vill. Kanidih P.O. Bantu Chalkari P.S. Patarbar Dt. Giridih	
9.	Lal Chand Manjhi	Maheshwar Manjhi	Vill. Silisaran P.O. Champi Dt. Giridih	
10.	Hiralal Manjhi	Maharaj Manjhi	Vill. Silisaran P.O. Dhamdhu P.S. Khasmar Dt. Giridih	
11.	Nageshwar Manjhi	Charan Manjhi	Vill. Silisaran P.O. Champi Dt. Giridih	
12.	Darshan Nembram	Biraso Manhi	-do-	
13.	Sivlal Tudu	Laldeo Tudu	-do-	
14.	Mono Manjhi	Ram Kuver Manjhi	-do-	
15.	Durga Manjhi	Surjan Manjhi	-do-	

1	2	3	4	5
16. Dilip Tudu	Baneshwar Tudu		Vill. Silisaran P.O. Champi Dt. Giridih	
17. Laxman Tudu	Bikim Tudu		-do-	
18. Ganesh Tudu	Shiban Tudu		-do-	
19. Ritu Manjhi	Bihari Manjhi		-do-	
20. Surendra Murmu	Ritu Muram		-do--	
21. Sibdayal Manjhi	Mahebeer Manjhi		--do-	
22. Babuchand Manjhi	Rasu Manjhi		-do-	
23. Guljar Ravidas	Aghnu Ravidas		Vill. Chapergara P.O. Champi Dt. Giridih	
24. Balgebind Ravidas	Aghnu Ravidas		-do-	
25. Muter Ravidas	Mahabeer Ravidas		-do-	
26. Ramdas Ravidas	Shambhu Ravidas		-do-	
27. Fulchand Ravidas	Cherka Ravidas		-do-	
28. Gajadhar Ravidas	Aurghva Ravidas		-do-	
29. Sanker Ravidas	San'cher Ravidas		-do-	
30. Arjun Ravidas	Bansi Ravidas		-do-	
31. Balmohan Ravidas	Dhola Ravidas		-do-	
32. Mathur Kumar	Chuter Kumar		-do-	
33. Luky Manjhi	Kulu Manjhi		Vill. Baludih P.O. Champi Dt. Giridih	
34. Shantu Manjhi	Babuwa Manjhi		-do-	
35. Babudas Manjhi	Chandu Manjhi		Vill. Jamunia Tanr P.O. Champi Dt. Giridih	
36. Puran Manjhi	Karma Manjhi		-do-	
37. Hopan Naik	Sohram Naik		Vill. Chapergara P.O. Champi Dt. Giridih	
38. Lalu Naik	Lamma Naik		-do-	
39. Kalicharan Naik	Bhagtu Naik		-do-	
40. Somar Turi	Janki Turi		Vill. Baludih P.O. Champi Dt. Giridih	
41. Laldhari Turi	Janki Turi		-do-	
42. Gudra Turi	Janki Turi		-do-	
43. Tatia Turi	Dukhan Turi		-do-	
44. Baleshwar Turi	Cherka Turi		-do-	
45. Karmohand Ganjhu	Malka Ganjhu		Vill. Chapergara P.O. Champi Dt. Giridih	
46. Kesar Prasad Naik	Ludan Naik		-do-	
47. Puran Ganjhu	Suker Ganjhu		-do-	

1	2	3	4	5
48. Babuchand Naik	Kamal Ganjhu		Vill. Chapergara P.O. Champi Dt. Giridih	
49. Hiran Naik	Gulabchand Naik		-do-	
50. Girdhari Naik	Mohan Naik		-do-	
51. Ramchandra Naik	Janki Naik		-do-	
52. Dhanu Naik	Ludan Naik		-do-	
53. Heeralal Naik	Budhan Naik		-do-	
54. Khedan Naik	Yodha Naik		-do-	
55. Roshanlal Naik	Budhan Naik		-do-	
56. Jagdish Naik	Dhumer Naik		-do-	
57. Rajendra Kumar	Kudria Kumar		-do-	
58. Suresh Naik	Gobind Naik		-do-	
59. Hiran Ganjhu	Puran Ganjhu		Vill. Ulgara P.O. Gonughat Dt. Giridih	
60. Bigan Ganjhu	Rameshwar Ganjhu		do	
61. Bhakur Ganjhu	Rati Ganjhu		-do-	
62. Kamal Ganjhu	Girdhari Ganjhu		-do-	
63. Dhaneshwar	Koyla Ganjhu		-do-	
64. Janki Singh	Gurcharan Singh		-do-	
65. Litma Turi	Charan Turi		Vill. Baludih P.O. Champi Dt. Giridih	
66. Dinva Turi	Chorka Turi		-do-	
67. Nandkishore Manjhi	Shamlal Manjhi		-do-	
68. Ranjit Soren	Nanhu Soren		Vill. Pithoria P.O. Champi Dt. Giridih	
69. Babudas Soren	Nakul Soren		-do-	
70. Binod Hembram	Kakeshwar Hembram		-do-	
71. Rojon Soren	Nakul Soren		-do-	
72. Bhola Soren	Sobhron Soren		-do-	
73. Lalu Soren	Hopen Soren		-do-	
74. Nandlal Manjhi	Kishun Manjhi		-do-	
75. Cheron Soren	Sukram Soren		-do-	
76. Sitaram Manjhi	Jitan Manjhi		-do-	
77. Babudas Hembram	Basia Hembram		-do-	
78. Durjan Soren	Suku Soren		-do-	
79. Goberdhan Soren	Sukram Soren		-do-	
80. Kertic Hembram	Khilu Hembram		-do-	
81. Lalgee Manjhi	Shikari Manjhi		-do-	
82. Surjchand Murmu	Raghu nath Murmu		-do-	
83. Shanicharwa Soren	Nanhu Soren		-do-	
84. Hopan Hembram	Sanu Hembram		-do-	
85. Ramdhan Hansda	Jasdu Hansda		-do-	

1	2	3	4	5
86. Sevalal Tudu	Gobind Tudu	Vill. Ambatola P.O. Champi Dt. Giridih		
87. Ato Manjhi	Babulal Manjhi	-do-		
88. Hemalal Ravidas	Balia Rabidas	Vill. Bandh Basti P.O. Kathara Dt. Giridih		
89. Mohan Rabidas	Khoman Rabidas	-do-		
90. Chula Rabidas	Lahsan Rabidas	-do-		
91. Lalchand Rabidas	Latan Rabidas	-do-		
92. Arjun Rabidas	Chaman Rabidas	-do-		
93. Sokram Gope	Kishan Gope	-do-		
94. Moti Rabidas	Khaman Rabidas	-do-		
95. Nirmal Ganjhu	Babulal Ganjhu	-do-		
96. Chandraomhan Rabidas	Ghuman Rabidas	-do-		
97. Dukhan Rabidas	Bandhan Rabidas	-do-		
98. Bhikhan Rabidas	Khoman Rabidas	-do-		
99. Mahabir Rabidas	Tulsi Rabidas	-do-		
100. Jagannath Rabidas	Chaman Rabidas	-do-		
101. Prasadi Rabidas	Latan Rabidas	-do-		
102. Saju Rabidas	Khaman Rabidas	-do-		
103. Chhotan Gope	Kishan Gope	-do-		
104. Nageshwar Rabidas	Hemlal Rabidas	-do-		
105. Sarju Rabidas	Latan Rabidas	-do-		
106. Mahadev Rabidas	Mundar Rabidas	-do-		
107. Deshrath Rabidas	Chilori Rabidas	-do-		
108. Laxman Rabidas	Latan Rabidas	-do-		
109. Indardeo Rabidas	Mohan Rabidas	-do-		
110. Laxman Das	Peguna Das	Vill. Jhirkas P.O. Kathara Dt. Giridih.		
111. Ishwar Rabidas	Ramdhani Rabidas	-do-		
112. Somar Rabidas	Prama Rabidas	-do-		
113. Gobind Rabidas	Lokia Rabidas	-do-		
114. Bhuneshwar Rabidas	Jainath Rabidas	-do-		
115. Kailash Rabidas	Khaitu Rabidas	-do-		
116. Laldeo Rabidas	Prema Rabidas	-do-		
117. Surju Rabidas III	Butan Rabidas	-do-		
118. Ram Sundar Rabidas	Birju Rabidas	-do-		
119. Mukund Rabidas	Mithan Raibdas	Vill. Jhirkas P.O. Kathara Dt. Giridih		
120. Mosilal Rabidas	Aklu Rabidas	-do-		
121. Mohan Rabidas	Prayag Rabidas	-do-		
122. Sukhdeo Rabidas	Kalachand Rabidas	-do-		
123. Pandu Rabidas	Lokia Rabidas	-do-		

1	2	3	4	5
124. Lalan Rabidas	Mutar Rabidas		Vill. Jhirkas P.O. Kathara Dt. Giridih	
125. Podaku Rabidas	Jhulku Rabidas		-do-	
126. Mathuru	Lalo Rabidas		-do-	
127. Mahadeo Rabidas	Prana Rabidas		-do-	
128. Shambhu Gope	Babulal Gope		-do-	
129. Ramechandra Gope	Dabo Gope		-do-	
130. Daam Gope	Sugna Gope		Vill. Bandh P.O. Kathara Dt. Giridih	
131. Brahmdeo Kamar	Anda Kamar		-do-	
132. Narayan Kumar	Rilo Kumar		-do-	
133. Jagdish Kamar	Sukar Kamar		-do-	
134. Sundarlal Kamar	Gokul Kamar		-do-	
135. Bisheshar Kumar	Kunja Kamar		-do-	
136. Bakram Kamar	Dulka Kamar		-do-	
137. Mukhlal Kamar	Gokal Kamar		-do-	
138. Kedar Kamar	Sukar Kamar		-do-	
139. Bhuneshwar Giri	Jhari Giri		-do-	
140. Khodan Saw	Somar Saw		-do-	
141. Khirdhan Saw	Madar Saw		-do-	
142. Dharamdas Kamar	Dilu-Kamar		-do-	
143. Mahbir Kamar	Bhukkal Kamar		-do-	
144. Tilka Rabidas	Sugan Rabidas		-do-	
145. Moti Rabidas	Rupan Rabidas		-do-	
146. Rameshwar Rabidas	Jagdish Rabidas		-do-	
147. Mahesh Rabidas	Mundar Rabidas		-do-	
148. Muna Rabidas	Luddu Rabidas		-do-	
149. Lilo Kamar	Bansi Kamar		Vill Bandilo P.O. Champi Dt. Giridih	
150. Mahabir Rabidas	Kiatu Rabidas		Vill. Bandh P.O. Katahara Dt. Giridih	
151. Bhuneshwar Kumar	Ram Lakhan Kamar		Vill. Bandh P.O. Katahara Dt. Giridih	
152. Mohan Manjhi	Chhatu Manjhi		Vill. Pithoria P.O. Champi Dt. Giridih	
153. Gulanji Manjhi	Charan Manjhi		-do-	
154. Ramdhan Manjhi	Sahdeo Manjhi		-do-	
155. Somar Manjhi	Kashi Nath Manjhi		-do-	
156. Ishor Manjhi	Jitan Manjhi		-do-	
157. Dhaneshwar Manjhi	Puran Manjhi		-do-	
158. Ramdas Manjhi	Arjun Manjhi		-do-	
159. Pallu Manjhi	Lengra Manjhi		-do-	
160. Gobind Manjhi	Jitan Manjhi		-do-	
161. Jagannath Manjhi	Sobha Manjhi		-do-	
162. Jitram Manjhi	Gopin Manjhi		-do-	
163. Manso Manjhi	Bodhan Manjhi		-do-	
164. Dukhu Manjhi	Bopan Manjhi		-do-	

S.No.	Name of the worker	Father's Name	Postal Address	Photograph
165.	Shco Charan Manjhi	Bedka Manjhi	-do-	
166.	Biswanath Manjhi	Manjhia Manjhi	-do-	
167.	Hopen Manjhi	Sobram Manjhi	-do-	
168.	Chandra Manjhi	Jagdish Manjhi	-do-	
169.	Sukhdeo Manjhi	Koka Manjhi	-do-	
170.	Bipat Manjhi	Rupan Manjhi	-do-	
171.	Santosh Mahto	Gopal Mahato	Viii. Beludih P.O. Champi Dt. Giridih	

[No. L-20012/160/89-IR (Coal-I)]  
S.K. MITRA, Presiding Officer

का.मा. 2781 औद्योगिक विवाद अधिनियम 1947 (1947 का 14) का धारा 17 के अनुसरण में केन्द्रीय सरकार, भू. भारत कोकिंग कोल लि. की केन्द्रीय डीह कोलियरी के प्रबन्धतंत्र से संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं 1, धनबाद के पंचाट का प्रकाशित करता है, जो कन्द्रीय सरकार का 4-10-91 का प्राप्त हुआ था।

S.O. 2/81.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 1, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Kenduadih Colliery of M/s. Bharat Coking Coal Ltd., and their workmen, which was received by the Central Government on the 4-10-91.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 2 of 1989

#### PARTIES :

Employers in relation to the management of Kenduadih Colliery of M/s. B.C.C. Ltd.  
AND

Their Workmen

#### PRESENT :

Shri S. K. Mitra,  
Presiding Officer.

#### APPEARANCES :

For the Employers.—Shri B. J. Joshi, Advocate.  
For the Workmen.—Shri J. D. Lal, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dated, the 30th September, 1991

#### AWARD

The present reference arises out of Order No. L-20012/164/88-D.3(A)/D.4(A), dated, the 30th December, 1988 pass-

ed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the said order and the said schedule runs as follows :—

"Whether the action of the management in not providing employment to the 13 de-listed casual workers shown in Annexure who have put in more than 75 days of attendance during 1973 to 1976 as alleged by the union is justified? If not, to what relief the workmen are entitled.

#### ANNEXURE

1. Md. Mansur Khan, S/o Bara Maula.
2. Smt. Arjun Mistry S/o Sri Lohanu Mistry.
3. Smt. Rajaram Patel S/o Sri Bhakuram Patel.
4. Smt. Kanash Bhaiya S/o Sri Govind Bhaiya.
5. Smt. Bhuck S/o Sri Ramnath Kurmi.
6. Smt. Pannal S/o Sri Bagnath Patel.
7. Smt. Uma Shankar Singh S/o Sri Manadeo Singh.
8. Smt. Madan Mohan Mukherjee S/o Khudi Kam.
9. Smt. Haradhan Goswami S/o Sri Pramod P. Goswami.
10. Smt. Sheodas Banerjee S/o Sri Gouri Banerjee.
11. Smt. Gautam Sarkar S/o Sri T. P. Sarkar.
12. Smt. Bholanath Ojha S/o Sri Badrinath Ojha.
13. Sarumati Fatima Bt. W/o Sri Salim Ansari.

2. The dispute has been settled out of Court. A memorandum of settlement has been filed in Court. I have gone through the terms of settlement and I find them quite fair and reasonable. There is no reason why an award should not be made on the basis of terms and conditions laid down in the memorandum of settlement. I accept it and make an award accordingly. The memorandum of settlement shall form part of the award.

3. Let a copy of this award be sent to the Ministry as required under Section 15 of the Industrial Disputes Act, 1947.

Sd/-

S. K. MITRA, Presiding Officer.  
[No. L-20012/164/88-D.III(A)/D-IV(A)/IR(Coal-I)]

Employer in relation to the management of Kenduadih colliery.

#### AND

Their Workmen

#### JOINT COMPROMISE PETITION

The humble petition on behalf of parties to the above reference most respectfully sheweth :

1. That the Central Govt. Ministry of Labour, New Delhi by a notification No. L-20012/164/88-D.3(A)/D-IV(A), dated 30-12-88 referred the industrial dispute for adjudication under section 10(I)(D) 2A of the I.D. Act 1947 before the H'ble Tribunal;



2. That the parties discussed the aforesaid industrial dispute between themselves and agreed to settle the same on the following terms and conditions :—  
TERMS OF SETTLEMENT :

1. That without prejudice to the respective contentions of the parties, the mine workers mentioned in the schedule of reference will be given employment as per the following conditions. The retreating workmen, Smt. Rajni Nayak will not claim for employment as she can not be employed as Badli Miner/Loader U/g;
2. The workers named at Sl. No. 1 to No. 12 mentioned in the schedule of reference may be absorbed as Badli Miner/Loader on payment of the following conditions :—
  - (a) The union concerned will submit/certify that the concerned persons as per enclosed list are one and the same persons who had worked in wagon loading during 1975-76 at Kenuwadahi Colliery and against whom the attendances have been mentioned in two names such as Md. Mansoor and M. M. Khan;
  - (b) The concerned persons will be identified by two respective responsible staff of loading department of Kenuwadahi Colliery under whom they were working at the relevant point of time;
  - (c) The concerned workers will swear an affidavit and submit the same that they are the genuine persons who had worked during the relevant period at Kenuwadahi Colliery;
  - (d) That their photographs will be sent as per their local/permanent addresses to the respective suptd. of police/DMS for verification of their antecedents/genuinity and in case anything is found out to be wrong, their services will be terminated immediately without any further reference to them;
  - (e) They will be absorbed as Badli Miner/Loader in any of the units of BCCL subject to their medical fitness to work in the mine and their age being less than 40 years.

Under the facts and circumstances stated above the H'ble Tribunal will be graciously pleased to accept the settlement as fair and proper and be pleased to pass the Award in terms of the settlement.

(KMP Verma)	(S. P. Roy)
Chief General Manager	MYA/General Secretary,
(D. B. Singh)	R.C.M.S.
Dy. Chief Personnel Manager	(Ram Palat Yadav)
(KM Prasad)	Branch Secretary,
Dy. Personnel Manager (IR)	R.C.M.S.

Witness :

- 1.
  - 2.
- 30-9-91

#### Part of the Award

का.प्रा. 2782 औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, म. भारत कोकिंग कोल लि. के नीरसा क्षेत्र के प्रबन्धतंत्र से संबद्ध निधोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निखिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 7, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-10-91 को प्राप्त हुआ था।

S.O. 2782.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. 1), Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Nirsa Area of M/s. Bharat Coking Coal Ltd. and their workmen, which are received by the Central Government on the 7-10-91.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 81 of 1990.

#### Parties :

Employers in relation to the management of Nirsa Area of M/s. E.C. Ltd., P.O. Mugma, Dist. Dhanbad.

#### AND

Their Workmen.

#### Present :

Shri S. K. Mitra, Presiding Officer.

#### Appearances :

For the Employers.—Shri R. S. Murthy, Advocate.

For the Workmen.—Shri G. Prasad, Advocate.

TATE : Bihar.

INDUSTRY : Coal.

Dated, the 25th September, 1991.

#### AWARD

The present reference arises out of Order No. L-20012/13/89-IR. (Coal-I), dated 18-4-1990 passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the said order and the said schedule runs as follows :

“Whether the demand of Koyala Mazdoor Congress for reinstatement with full back wages of Smt. Rajni, General Mazdoor, Hariajam Colliery is justified ? If not, to what relief is the workman entitled to ?”

2. The dispute has been settled out of Court. A memorandum of settlement has been filed in Court. I have gone through the terms of settlement and I find them quite fair and reasonable. There is no reason why an award should not be made on the basis of terms and conditions laid down in the memorandum of settlement. I accept it and make an award accordingly. The memorandum of settlement shall form part of the award.

3. Let a copy of this award be sent to the Ministry as required under Section 15 of the Industrial Disputes Act, 1947.

S. K. MITRA, Presiding Officer  
[No. L-20012/313/89-IR (Coal-I)]

Memorandum of settlement entered into between the Management of Nirsa Area of M/s. Eastern Coalfields Ltd. and the workman namely Smt. Rajni Nayak General Mazdoor of Hariajam Colliery under Nirsha Area represented by the Union Koyala Mazdoor Congress on this day, the Monday dated 5th August, 1991 at Nirsha Area Office.

#### Reference 81/90

#### Short recital of the Case

Smt. Rajni Nayak, General Mazdoor who was on the roll of Hariajam Colliery under Nirsha Area had been dismissed from Company's Service on account of long absenteeism without permission and sufficient cause.

Prof. Vinoy Kumar of Koyala Mazdoor Congress represented the case of Smt. Rajni Nayak for the re-instatement in service before the Management of Eastern Coalfields Ltd.

The issue of re-instatement of Smt. Rajni Nayak was discussed on various dates and finally the Competent Authority agreed to re-instate her in service as General Mazdoor on the following terms and conditions :

### Terms of Settlement

1. That Smt. Rajni Nayak will be re-instated in service as General Mazdoor and will be posted at Hariazam Colliery after proper identification and Medical Examination before resumption of her duty.

2. That, Smt. Rajni Nayak will maintain strict discipline and good conduct in future.

3. That, the period of idleness of Smt. Rajni Nayak from the date she had been absenting and was subsequently dismissed till the date of resumption of duty on re-instatement in service will be treated as Dies-non.

4. That, Smt. Rajni Nayak will not be entitled to any back wages for the period indicated in column "3" above.

5. That, Smt. Rajni Nayak will be given continuity of service for the purpose of gratuity only.

#### Union Representative

1. Ratneshwar Pathak  
Org. Secy. UMC  
Workman concerned  
Smt. Rajni Nayak

Witnesses :

- 1.
- 2.

#### Management Representative

1. Shri P. K. Sinha  
Dy. P.M. Nirsha Area.  
2. Sri I. B. Pandey,  
P.O. Nirsha Area.

Advocate for Employer

का.प्र. 2783 :— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मै. भारत कोकिंग कोल लि. की भूलनबराही कोलियरी के प्रबन्धन से संबंधित नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं. 1), धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-10-91 को प्राप्त हुआ था।

S.O. 2783.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. 1), Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bhulan Bararee Colliery of M/s. Bharat Coking Coal Ltd., and their workmen, which was received by the Central Government on 4-10-1991.

### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 74 of 1990.

#### PARTIES :

Employers in relation to the management of Bhulan Bararee Colliery of M/s. B.C.C. Ltd.

AND

Their Workmen.

#### PRESENT :

Shri S. K. Mitra,  
Presiding Officer.

#### APPEARANCES :

For the Employers : Shri D. K. Verma, Advocate.  
For the Workmen : Shri D. K. Day, Organising Secretary, Dhanbad Colliery Karamchari Sangh.

STATE : Bihar.

INDUSTRY : Coal.

Dated, the 26th September, 1991.

### AWARD

The present reference arises out of Order No. L-20012/340/89-IR (Coal-I), dated, 18-4-1990 passed by the Central

Government in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the said order and the said schedule runs as follows :

"Whether the action of the management of Bhulan Bararee colliery of M/s. B.C.C. Ltd., P.O. Bhulan Bararee, Distt. Dhanbad in dismissing Shri Sarju Gosai, Frammer from services is justified ? If not, to what relief the workman is entitled ?"

2. The dispute has been settled out of Court. A memorandum of settlement has been filed in Court. I have gone through the terms of settlement and I find them quite fair and reasonable. There is no reason why an award should not be made on the basis of terms and conditions laid down in the memorandum of settlement. I accept it and make an award accordingly. The memorandum of settlement shall form part of the award.

3. Let a copy of this award be sent to the Ministry as required under section 15 of the Industrial Disputes Act, 1947.

S. K. MITRA, Presiding Officer.  
[No. L-20012/340/89-IR (Coal-I)]

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD.

Reference No 74/90.

Employers in relation to the Management of Bhulan Bararee Colliery.

AND

Their workmen.

#### Petition of Compromise

The humble petition on behalf of the parties to the above reference most respectfully sheweth :—

1. That the above dispute has been amicably settled between the parties on the following terms :—

#### Terms of Settlement

- (a) That the concerned workman Shri Sarju Gosai will be given employment as Frammer at Bhulan Bararee colliery within one month from the date he reports for his duty.
- (b) That the idle period from the date of his dismissal i.e. 18-8-1988 till the date of resumption of duty will be treated as leave without wages for the purpose of maintaining continuity of service for the purpose of payment of gratuity.
- (c) That the concerned workman will not be entitled for back wages or any other benefit for the period of his idleness from the date of his dismissal till the date of his resumption of duty.
- (d) That the period of unauthorised absence from 16-3-1987 till his dismissal on 18-8-1988 will be treated as absence without causing any break in his service. Thus entire period from 16-3-1987 till resumption of duty will be treated as "dies non" for the purpose of continuity of service.

2. That in view of this Settlement there remains nothing to be adjudicated.

Under the facts and circumstances stated above, the Hon'ble Tribunal will be graciously pleased to accept the settlement as fair and proper and be pleased to pass the Award in terms of the Settlement.

For the Workman.

1. D. K. DEY,  
Organising Secretary,  
D.C.K.S. (B.M.S.)  
Member Joint Committee.  
Sd./- (Hindi)
2. Sarjoo Gosai.

For the Employers  
1. A. KALAM, Dy. C.M.E.  
Bararee Colliery.  
2. Bhagvan Prasad, Dy. C.P.M.  
Bhowra Area

Witnesses :—

1. Signature illegible.
- 2.

Part of the Award.

नई दिल्ली, 9 अक्टूबर 91

का.आ. 2784 :- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मै. भारत कोकिंग कोल लिमि. की केशरगढ़ कोलियरी के प्रबन्धत्व में सबख नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, स. 2 धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-10-91 को प्राप्त हुआ था ।

New Delhi, the 9th October, 1991

S.O. 2784.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Kessurgarh Colliery of M/s. BCCL and their workmen, which was received by the Central Government on the

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

#### PRESENT :

Shri B. Ram, Presiding Officer.

Reference No. 155 of 1986

In the matter of an industrial dispute under Section 10(1)(d) of the I.D. Act, 1947

#### PARTIES :

Employers in relation to the management of Kessurgarh Colliery of M/s. Bharat Coking Coal Ltd.

AND

Their workmen.

#### APPEARANCES :

On behalf of the workmen—Shri D. Mukherjee, Secretary, Bihar Colliery Kamgar Union.

On behalf of the employers—Shri B. Joshi, Advocate.

STATE : Bihar INDUSTRY : Coal.  
Dated. Dhanbad, the 20th September, 1991

#### AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012 (250)/85-D.III(A), dated the 31st March, 1986.

#### SCHEDULE

"Whether the action of the management of Kessurgarh Colliery of M/s. Bharat Coking Coal Limited in dismissing Shri Ch. Govind Bhuiya, Trammer from service with effect from 2/3-1-1985 is justified? If not, to what relief the workman is entitled?"

2. The concerned workman Shri Ch. Govind Bhuiya was working as Trammer in Kessurgarh Colliery of M/s. BCCL since long and he was issued with a chargesheet dated 10-11-83 for the alleged absence from duty with effect from 6-10-83 to 9-11-83 and he was also suspended with immediate effect. The matter was enquired into and the management dismissed him with effect from 3-1-85.

3. The workman filed W.S. stating that the action of the management of Kessurgarh Colliery in dismissing him was illegal arbitrary unjustified and void abinitio. It was stated that his dismissal was against the provisions of standing orders

and against the principles of natural justice. It was also stated that the chargesheet dated 13-10-84 was illegal and arbitrary and the dismissal was by an unauthorised person. Lastly it was contended that the dismissal was too harsh and disproportionate to the alleged offence. Accordingly it has been prayed that the reference may be answered in favour of the workman awarding reinstatement with full back wages.

4. The management has also filed W.S. justifying its action and denied assertion of the workmen. It was contended that the concerned workman remained absent from his duty without permission and without prior intimation from 6-10-83. In this way he continued absenting himself for a long period for more than a year and lastly he was spotted in colliery in October, 1984 and then he was served with a chargesheet dated 13-10-84 calling upon him to explain the reason of his unauthorised absence. The concerned workman submitted his reply admitting his guilt and also praying for leniency on the ground that he lost his mental balance on account of the death of his son and also on account of his wife's illness.

5. A domestic enquiry was held which was found by the management in order and hence he was dismissed. It may also be mentioned here that the propriety of the domestic enquiry was decided by this Tribunal as a preliminary issue and it was held that the enquiry conducted by the Enquiry Officer was fair proper and in accordance with the principles of natural justice.

6. The management submitted that the concerned workman did not file any certificate showing the illness of his wife and the certificate regarding his own mental imbalance was not from a competent doctor. Apart from that there was no material to justify absence from 6-10-83 to 28-11-83 because according to the doctor's certificate the concerned workman was under the treatment of the doctor from 29-11-83 to 10-10-84. In the circumstances it has been prayed to pass an Award holding that the concerned workman guilty of the misconduct and accordingly was not entitled to any relief.

7. Since the domestic enquiry has already been held to be fair and proper the only point for consideration at this stage would be as to whether the report submitted by the Enquiry Officer holding the concerned workman guilty was justified and the punishment inflicted upon the concerned workman was quite proportionate.

8. Admittedly, during the enquiry proceeding no witness was examined either on behalf of the management or the concerned workman and the report was submitted solely on the basis of confession made by the concerned workman. First of all it was contended on behalf of the concerned workman that the management issued him a chargesheet on 10-11-83 for alleged absence from duty with effect from 6-10-83 to 9-11-83 and he was also suspended with immediate effect. It was urged that the management issued chargesheet for the second time on 13-10-84 for alleged absence from 6-10-83 to 10-10-84. It was further contended that when the concerned workman was suspended from 10-11-83 itself then the question of his absence from duty after 10-11-83 did not arise and it was all meaningless and on that score the chargesheet stands nullified. At this stage we may look to the W.S. of the management. The first chargesheet has been marked Ext. W-1 before the Enquiry Officer. According to management several letters and chargesheets were issued to the concerned workman during his long absence of about a year. But the concerned workman never replied any of the letters and so the management was not aware about the receipt of any such letter by the concerned workman. I find that the concerned workman was conspicuously silent as to whether he had ever replied to the first chargesheet (Ext. W-1). It was stated that the actually the concerned workman would be spotted in the colliery in October, 1984 and then he was served with chargesheet dated 13-10-84 calling upon him to explain his long absence for more than a year without any intimation of leave. The second chargesheet is Ext. M-1. According to the management the action was taken on the

basis of second chargesheet which also bears the signature of the concerned workman. In the circumstances set forth above I do not think that there was anything wrong with the second chargesheet. The concerned workman was suspended with immediate effect according to the chargesheet dated 10-11-83. But the management was not sure about its receipt by the concerned workman and hence the suspension without knowledge had no meaning and has no legal leg to stand on.

9. The concerned workman had replied the chargesheet Ext. M-2 confessing his guilt of long absence without any authority. He also explained the reasons of his absence. The concerned workman stated in his reply that his son died and his wife was seriously ill as a result thereof he was mentally upset. He had to be treated by a local doctor for a long period. The medical report is Ext. M-3. It was contended on behalf of the management that there was no death certificate and no medical certificate to show the illness of the wife of the concerned workman. Even the medical certificate of the concerned workman showing his mental imbalance was vague and has not been granted by any competent doctor. Here I may mention that a poor workman is never expected to visit a competent doctor for any disease because his nurse will not allow to consult such expensive physician. Again the death of son is very shocking and attacking the mental equilibrium. There can be no earthly reason as to why a man will tell lie about the death of his son. I find no merit in the contention of the learned counsel for the management so far this aspect of the matter is concerned.

10. There was every possibility that the concerned workman after death of his son might have gone mentally upset. His medical certificate for the reasons stated above cannot be branded as fake and manufactured. Thus the position remains that the concerned workman was absent from duty without any authority and I feel that he has assigned cogent reasons for his absence.

11. Now the question lastly arises as to whether the confession itself was sufficient to prove the charge levelled against the concerned workman. I find that apart from the confession the concerned workman had replied to the chargesheet confession his long absence and I find no reason as to why this reply confessing his guilt should be disbelieved. In view of this written reply Ext. M-2 I do not think any examination of any witness on behalf of the management was at all necessary. I think examination of any witness on behalf of the management would have rather strengthened the case of the management than mitigating chargesheet levelled against the concerned workman.

12. I have discussed the material available on the record and of the view that the finding recorded by the Enquiry Officer holding the concerned workman guilty was correct. But I also find that the explanation submitted by the concerned workman for his long absence was also fully justified. As submitted by the learned counsel for the management the punishment of dismissal awarded against the concerned workman for his absence was quite disproportionate to the alleged offence. I also agree that the contention raised by learned counsel for the workman that the punishment of dismissal is quite disproportionate. In my considered opinion the concerned workman is not entitled for any wages so long he was absent from the date from the period from 6-10-84 to 10-10-84 although he will get continuity of his service. However, he is ordered to be reinstated in his original job with full back wages from 11-10-84 till the date of his reinstatement and I think this will meet the ends of justice. The management is directed to reinstate the concerned workman in his original job with payment of full back wages and other consequential benefits as indicated above within one month from the date of publication of the Award.

An Award is passed accordingly.

B. RAM, Presiding Officer  
[No. L-20012/250/85-D.III (A)/IR (Coal-I)]

नई दिल्ली, 11 अक्टूबर, 1991

का.प्रा.2785:- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, मै. भारत कोकिंग कोल लि. की कच्ची बलियारी कोलियरी के पटकों बलियारी क्षेत्र के प्रबन्धतंत्र से संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सं. 1 धनबाद, के पंचाट के प्रकाशित करती है, जो केन्द्रीय सरकार को 9-10-91 को प्राप्त हुआ था।

New Delhi, the 11th October, 1991

S.O. 2785.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 1, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Kachi Balihari Colliery of Putkee Balihari Area of M/s. BCCL and their workmen, which was received by the Central Government on the 8-10-91.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 104 of 1990

#### PARTIES :

Employers in relation to the management of Kachi Balihari Colliery of Putkee Balihari Area of M/s. Bharat Coking Coal Ltd.

#### AND

Their Workmen

#### PRESENT :

Shri S. K. Mitra,  
Presiding Officer.

#### APPEARANCES :

For the Employers—Shri B. Joshi Advocate.

For the Workmen—Shri B. Tall, Advocate, and Shri D. K. Verma, Advocate

STATE : Bihar.

INDUSTRY : Coal

Dated, the 27th September, 1991

#### AWARD

By Order No. L-20012/298189-IR (Coal-I) dated the 26th April 1990, the Central Government in the Ministry of Labour has in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2-A) of section 10 of the Industrial Disputes Act, 1947, referred the following question to this Tribunal for adjudication—

“Whether Shri Ramnath Singh and 18 others (Shown in the enclosed list) are employees of the management of Putkee Balihari Area of M/s. Bharat Coking Coal Ltd. and whether the demand for their absorption as Tyndals with the management is justified? If so to what relief are the concerned workmen entitled?”

#### List of concerned workmen

1. Shri Ram Nath Singh.
2. Shri Rajesh Kumar Singh.
3. Shri Monoj Kumar Singh
4. Shri Nawal Kishore Singh.
5. Shri Ratan Mitra.
6. Shri Ganesh Ratak.
7. Shri Munilal Ram.
8. Shri Mahendra Prasad Bara.
9. Shri Satrughan Saw.

10. Shri Raj Narayan Ram.
11. Shri Swami Nath Ram.
12. Shri Munna Ram.
13. Shri Tuna Prasad.
14. Shri Mahendra Prasad.
15. Shri Narayan Pasi.
16. Shri Law Kumar.
17. Shri Oli Mohammad.
18. Shri Karu Bhuia.
19. Shri Shyam Bihari Singh.

2. The case of the workmen concerned, as disclosed in the written statement, details apart, is as follows :

Ram Nath Singh and 18 others, the concerned workmen, have been working regularly since 1986 as Tyndal Mazdoor at Balihari colliery popularly known as Kuchhi Balihari Colliery within Putkee Balihari Area of M/s. B.C.C. Ltd. to the satisfaction of all concerned. They have already put in attendance for 240 days in a calendar year and have been working in permanent and regular nature of job, but the management of M/s. B.C.C. Ltd. has not absorbed them as permanent Tyndal and regularised their services. Although they have been working on permanent and regular nature of job the management is treating them as the employees of the contractor. The so-called contractor has nothing to do with the work performed by them; the management of M/s. B.C.C. Ltd. through its officers and staff has been carrying supervision and control over their work. They are employed as Heavy Tyndal to carry machineries, motor pump, cable, conveyor, rail, gutter in the underground for fixation and installation and to do loading, unloading and performing such other jobs as are required to be performed by Tyndals. They are required to work under Engineer, Foreman, Electrician, Overman, Mining Sirdar and other managerial staff of M/s. B.C.C. Ltd. Although they have been working as Tyndal the management has not paid them wages as per N.C.W.A. and Wage Board Recommendations. The so-called contractor has neither licence under Contract Labour (Regulation and Abolition) Act nor is he an independent contractor. The very nature of job performed by them as Tyndal can not be done through contractor. Their duties and work have all along been allotted by the Engineer and supervisory staff of M/s. B.C.C. Ltd. They requested the management of M/s. B.C.C. Ltd. to regularise them in service and absorb them as regular employees of M/s. B.C.C. Ltd., but the management did not concede to their request. The matter could not be settled in conciliation proceeding and failure report was submitted by the Conciliation Officer and thereafter the Central Government was pleased to refer the present dispute for adjudication by this Tribunal. The policy of the management in not regularising them as regular workmen and not to pay them proper wages is a clear case of unfair labour practice. Sometime in January, 1989 they were stopped from duty as they demanded for their regularisation and payment of proper wages. However, the management allowed them to resume their duty from July, 1989. Again the management stopped from duty with effect from 31-5-1990. Under the circumstances they had to resort to strike and the work of 10/12 Pits of Balihari Colliery was paralysed. They were arrested by the police and remained in jail. They were, however, released on bail and the said case is pending. After release from jail they resorted to fast unto death at the pit top of 10/12 Pits of Balihari Colliery. The condition of some of them became serious whereupon the District Administration intervened in the matter and thereafter the management allowed them to resume duty with effect from July, 1990 and since then they have been working. The management did not pay them wages for the performed by them from October, 1989 till to-day. Their demand for absorption/regularisation in service and payment of proper wages as available to Tyndals is justified.

3. The case of the management of Poojke Balihari Area of M/s. B.C.C. Ltd., as appearing in the written statement-cum-rejoinder, is as follows :—

The present reference is not legally maintainable. There exists no relationship of employer and employee between

the management and the concerned workmen. The concerned workmen are working as contract labour of S/Shri R. B. Singh and M. S. Kumar. These contractors carried on contract job allotted to them by the management of Kuchhi Balihari colliery of M/s B.C.C. Ltd. The claim of the concerned workmen is that they have worked for 240 days in each calendar year. The management opened up new Project at Balihari colliery and installed machineries to facilitate mechanised mining with concentration of operations. The suppliers of machineries deputed their Engineers to get the machineries installed in their presence and under their supervision. They required the workmen to load and unload machineries at the time of transportation in vehicles from one place to another. They also required workmen to assist them in dismantling of machineries part by part and assembling all the parts into one unit at the working place. In order to facilitate transportation job of machineries and parts thereof through vehicles as and when required contractors were engaged. The contractor were paid the amounts at the specified rates and it became their responsibility to get the machineries and parts loaded into the vehicles by engaging their own men and unloading the same at the place of work or at some convenient place according to the terms of contract embodied in the work order. Similarly contractors were engaged for transportation of various parts of machineries by engaging manual labour from one place to another to facilitate dismantling the machineries at one place and assembling the same at another place. The suppliers of the machineries deputed their skilled workmen and supervisors along with Engineers to do the skilled jobs of dismantling and assembling of machineries. Whenever the management did such works, the skilled workers and supervisors were arranged from some other mines. Thus, the contractors were engaged for carrying on transportation job only at the scheduled and specified contract rates. The job of transportation of materials whether coal, sand, iron pipes, pumps, cables etc. or any other material can be executed by the contractors and it is not necessary that the management should engage its own labour for such jobs. The contractors themselves or their munshies supervised the jobs of the workmen engaged by them. They paid wages to their workmen. They selected and recruited their workmen and terminated their services as soon as the contract jobs were over. The management has got no connection with the workmen of the contractors. The concerned workmen are claiming to have worked with those contractors engaged on transportation of materials. The contractors used to recruit 5 to 10 workers according to their requirement to execute the work as per work orders. It is quite probable that the concerned workmen might have worked on some occasion under the contractors, but their claim that they were regularly working and put in 240 days attendance in a calendar year is absurd as because no contractor was employed on regular basis and there was no regular job to be offered to any contractor.

4. In rejoinder to the written statement of the workman, the management has stated that it is incorrect to suggest that the concerned workmen are working as Tyndals Mazdoors regularly or that they put 240 days attendance in a year or that they are working on permanent and regular nature of job. Hence, the question of their absorption and regularisation in service does not arise. The management has further stated that it is absurd to suggest that the concerned workmen performed their job under the supervision and control of the officers and staff of the management. The concerned workmen have not worked as Heavy Tyndal. They had transported the machineries of various kinds on the surface and carried manually some machineries underground as and when required according to the work order given to the contractor. For the purpose of performing skilled jobs of dismantling and assembling of machineries, skilled personnel and supervisors were employed either by the supplier of the machineries or by the management. The concerned workmen started working after dismantling the machineries and stopped working after commencement of assembling the different parts of the machineries. In that view they were associated with Engineers, Foremen, but they did not work with them as helpers. They performed the contract jobs of transportation of parts of machineries only. The management had never paid them any wages and the contractors paid them wages according to the provisions of law. The contractors are not required any licence for engagement of contract labour of 5 to 10 at a time. After completion of temporary contract jobs as per work orders, the contractors used to terminate the services of their workmen. The contractors wanted work orders for other types of contract job meant

for other contractors and created problems by instigating their workmen to create disturbance by resorting to strike, ghorao, hunger strikes etc. and demanding permanent jobs from the management. The management managed to provide contract jobs in 1989 in some form or other to obviate problem and ultimately no contract job could be given to the contractors relating to transportation of engineering goods and machineries. The management is not aware if the contractors have engaged the concerned workmen on any job or not and if they are paying them wages or not. The concerned workmen wanted to coerce the management to give them employment. The demand of the concerned workmen is not justified.

5. In rejoinder to the written statement of the management the concerned workman have denied and disputed each and every fact the management has stated in the written statement-cum-rejoinder in opposition to their claim.

6. The concerned workmen have examined two of them, namely, WW-1 Ram Nath Singh and WW-2 Nawal Kishore Singh and laid in evidence a number of documents which have been marked Exs. W-1 to W-7.

On the other hand the management has examined two witnesses, namely, MW-1 Uttam Chatterjee and MW-2 S. Prasad, but has not laid any documentary evidence.

7. Undisputedly, Balihari Colliery popularly known as Kachhi Balihari Colliery is within the jurisdiction of Pootkee Balihari Area of M/s. B.C.C. Ltd. There is no also no dispute about the fact that the management embarked on a new Project at Balihari colliery and installed machineries with a view to facilities mechanised mining in the said colliery. The management has asserted that the suppliers of such machineries deputed their Engineers to get machines installed under their supervision and required of the workmen to load and unload machineries at the time of transportation in vehicles from one place to another. The management has further stated that the Engineers of the suppliers also required the workmen to assist them in dismantling of machineries part by parts and assembling all the parts into one unit at the working place. These statements of facts have not been denied by the concerned workmen in their rejoinder. They have simply stated that these facts are not relevant.

8. As many as 19 workmen figure in the present industrial dispute, but all the 19 workmen have not pursued the case. WW-1 Ram Nath Singh, one of the concerned workmen, has stated that he does not know Monoj Kumar Singh (Sl. No. 3), Swami Nath Ram (Sl. No. 11), Tuna Prasad (Sl. No. 13) and Oli Mohammad (Sl. No. 17). He has further stated that all the 15 workmen including himself but excluding the workmen named aforesaid were performing the job of Heavy Tyndal in Balihari Colliery. WW-2 Nawal Kishore Singh, another concerned workman, has also stated that he does not know Oli Mohammad (Sl. No. 17), Monoj Kumar Singh (Sl. No. 3), Swami Nath Ram (Sl. No. 11), and Tuna Prasad (Sl. No. 13). None of these four workmen aforesaid has come before me to press their claim in the present industrial dispute. In the circumstances, I leave aside their claim in the present industrial dispute and will consider the claim of other 15 workmen.

9. The case of these 15 concerned workmen is that they have been working regularly since 1986 as Tyndal Mazdoor at Balihari Colliery popularly known as Kachhi Balihari Colliery and that in the course of performance of their duties they have completed 240 days attendance in a calendar year but the management has been showing them as employees of the contractors. On the other hand, the case of the management is that the concerned 15 workmen are workmen of R. B. Singh and M. S. Kumar, contractors. It is further case of the management that when it opened a new Project at Balihari Colliery contractors were engaged in order to facilitate transportation jobs of machineries and parts through vehicles as and when required. The management has however admitted that the concerned workmen transported the machineries of vehicles kinds on the surface and carried manually some machineries underground as and when required according to the work order given to the contractor. The management could not produce even a shred of document including work order in order to prove the fact that R. B. Singh and M/s. M. S. Kumar were engaged as contractors for transportation of jobs of machineries and parts. MW-1 Uttam Chatterjee was posted as Senior Finance Officer of M/s. B.C.C.L. in Balihari colliery since 22-8-1991 and

before that he was posted to Balihari colliery in 1989 as Finance Officer. He has not stated anything with regard to the fact that R. B. Singh and M. S. Kumar were engaged as contractors for transportation jobs machineries and parts. MW-2 S. Prasad has been working as Senior Personnel Officer in Pootki Balihari Colliery since 16-5-1990. He could not, also state if R. B. Singh and M. S. Kumar were engaged as contractors by the management. But the workmen themselves have produced some photo copies of slips issued by R. B. Singh and M. S. Kumar Construction (Ext. W-6 series) requesting the management to give permission to his workmen for working on different jobs at various sections of the colliery. These slips include the names of the concerned workmen. There is no evidence on record to indicate that M. S. Kumar was the proprietor or Manager of M. S. Kumar Construction. There is no evidence on record also to indicate that these contractors ever made payment of wages to their workmen.

10. At the time of hearing the management introduced a new fact by stating that the concerned workmen are the workmen of Pragatishil Sahayog Samity (hereinafter referred as Samity). The workmen themselves have filed some identification slips called as Identification Books (Exts. W-2 series). These identification slips show that they were issued by the Samity in favour of the concerned workmen and others. It does not automatically follow from these slips that the concerned workmen are the workmen of the Samity. MW-1 Uttam Chatterjee has stated in his examination-in-chief that the concerned workmen were working as workmen of the Samity. In cross-examination he has to admit that he does not remember if the Samity ever submitted any paper to M/s. B.C.C. Ltd. relating to the works done by the concerned workmen. That being so, the claim of this witness that the concerned workmen were all the workmen of the Samity vanishes in the thin air. MW-2 S. Prasad has stated that earlier a gang led by Ram Nath Singh, one of the concerned workmen, was working as Private Contractor's workmen in Pootkee Balihari Colliery, but he could not furnish the name of such contractor. Then again, he has stated that now-a-days a contractor under the name and style of Samity is operating as a contractor in Pootkee-Balihari Colliery. He has not claimed that the concerned workmen are the workmen engaged by the Samity. This being the position, it has not been proved at all that earlier the concerned workmen were working as workmen of R. B. Singh and M. S. Kumar, contractors and at present they are working as workmen of the Samity. That apart, the management could not produce a whit of evidence to prove that it has awarded contractual work to the Samity.

On the other hand, WW-1 Ram Nath Singh has emphatically stated that all of them including himself have been working as Heavy Tyndal in Balihari colliery since 1986 and that in 1986 they used to get wages at the rate of Rs. 14/- to Rs. 15/- per head per day without any bonus, D.A. or other benefits. According to him, they claimed wages at par with other regular workmen of the colliery, but the management stopped them from work from December, 1988 whereupon they gheraced the officers of the management, and the workmen of the colliery, after being satisfied with their case, resorted to strike and the management informed the police. He has further stated that the police arrested some 86 workmen and they languished in jail for seven days and after being released from jail they pressed their demand, but the management refused to concede to their demand. He also stated that thereafter they went on fast whereupon the Deputy Commissioner of Dhanbad alongwith other officers went to the colliery, persuaded them to give up from fast and it was decided that the management would pay them wages at the rate of Rs. 21.16 per day per head through Bank. It is his testimony that the management paid them some arrears of wages due for eight months and allowed them to resume duty and since then they have been working althrough. But even now they are not getting wages at par with other regular workmen of the colliery. WW-2 Nawal Kishore Singh has stated that all of them—15 concerned workmen were working as Heavy Tyndal at Balihari Colliery and even

now they have been working in the same colliery and in fact, they have been working in the said colliery since 1980.

Upon consideration of the evidence on record, I come to the conclusion that all the concerned workmen have been working in Bahari colliery also known as Kachhi Bahari colliery since 1980 till today intervening for a certain period when they were on strike, in jail and on fast.

11. WW-1 Ram Nath Singh has stated that as Heavy Tyndal it is their duty to carry machineries, motor pump, gutters, switches, starters, cables etc. to the underground mine for fixation and installation and it is their duty to carry all these articles by shoulder load propped by bamboos. He has asserted that they work at the direction of the Engineer of the colliery, and Foreman, Overman and Mining Sirdar supervise their jobs. WW-2 Nawal Kishore Singh has stated that the Engineer of M/s. B.C.C. Ltd. supervises their work and they have been working at his direction. According to him, besides the Engineer, the Supervisor, Overman and Mining Sirdar also supervise their jobs and their attendance is recorded in Form 'C' Register. The evidence of these witnesses as regards to nature of job performed by them and supervision of their job exercised by the officials and staff of the management has remained unassailed.

12. Then again, both these witnesses have stated that they have been getting payment of their wages through Bank and the management of M/s. B.C.C. Ltd. deposits their wages in the bank. This statement of these witnesses is proved by letter written by the Dy. Chief Mining Engineer, Bahari Colliery to the Managing Director, Dhanbad Central Co-operative Bank Ltd., Dhanbad dated 22-11-1990 (Ext. W-1). In terms of this letter certain amounts in favour of the Samity were remitted to the Co-operative Bank by Cheque drawn on State Bank of India, Dhanbad and the Managing Director was requested to pay the amounts to the members as per list attached with the Cheque instead of the Samity as the amounts related to the wages of the members. The list includes the names of the concerned workmen.

13. From the evidence on record it is proved that the work done by the concerned workmen are an integral part of the works of the establishment, the place of work also belongs to the establishment. The concerned workmen have been rendering services for the management and they are broadly under the control of the management and their livelihood also substantially depends on the service rendered by them for the benefit of the management. In the circumstances, the concerned workmen must be considered to be the workmen of the management (1978 Lab. I.C. 1264) : Hussainbhai Vs. The Alath Factory Tezhilali Union and others—followed in 1991 Lab. I.C. 1062 (Calcutta) : Divisional Manager, Eastern Railway vs. Satyajit Mazumdar). This being so, it is held that the concerned 15 workmen are the employees of the management of Bahari colliery popularly known as Kachhi-Bahari colliery within Pootkee-Bahari Area of M/s. B.C.C. Ltd.

14. Now, I will consider if the demand of the concerned workmen for their absorption as Tyndal in the service of the management is justified or not.

The concerned workmen have claimed that they have been working as Heavy Tyndal in Bahari Colliery since 1986. According to WW-1 Ram Nath Singh, as Heavy Tyndal it is their duty to carry machineries, motor pump, gutters, switches, starters, cables to the underground mine for fixation and installation and they are required to carry all these articles by shoulder load propped by bamboos. WW-2 Nawal Kishore Singh has stated that they have been working as Heavy Tyndal in Bahari colliery.

Nomenclature, Job Description and Categorisation of Coal Employees underline the job description of Tyndals as follows :—

"A workman generally employed in moving engineering stores, drums of oil and greases. Also respon-

sible for erection, dismantling of structures and installation and withdrawal of machinery."

Having regard to the nature of job performed by the concerned workmen, it appears that the jobs performed by them falls short of the job performed by the Tyndals or Heavy Tyndals. Tyndals are placed in Category-IV as skilled junior workmen. Regard being had to the jobs performed by the concerned workmen, I am of the view that they are not entitled to be absorbed in the services of the management as Tyndal or Heavy Tyndal. Nevertheless, they are entitled to be placed in one category less i.e. Category-III meant for semi-skilled higher category of workmen.

There is no evidence on record that the management has no requirement for the jobs performed by the concerned workmen. The management has been taking services from the concerned workmen since 1986. Hence, I consider that they should be absorbed in service of the management in a phased manner, preferably within a space of three months from the date of publication of the award and paid wages at par with workmen placed under Category-III with effect from the date of the present reference i.e. 26-4-1990.

15. Accordingly, the following award is rendered :—

Shri Ram Nath Singh and 14 other workmen, namely, (1) Rajesh Kumar Singh, (2) Nawal Kishore Singh, (3) Ratan Mitra, (4) Ganesh Rajak, (5) Munial Ram, (6) Mahendra Prasad Bara, (7) Satrugshan Saw, (8) Raj Narayan Ram, (9) Munna Ram, (10) Mahendra Prasad, (11) Narayan Pasi, (12) Law Kumar Ram, (13) Karu Bhunia and (14) Shyam Bihari Singh are employees of the management of Bahari Colliery within Pootkee Bahari Area of M/s. B.C.C. Ltd. The demand of the concerned workmen for their absorption in the services of the management is justified, but not as Tyndal but as workmen under Category-III. The management is directed to absorb all of them in service in a phased manner, preferably within a course of three months from the date of publication of the award and to pay them wages at par with regular workmen under Category-III with effect from the date of the present reference, i.e. 26-4-1990, less wages already paid.

In the circumstances of the case, I award no cost.

S. K. MITRA, Presiding Officer

[No. L-20012/298/89-IR (Coal-I)]

K. J. DYVA PRASAD, Desk Officer

नई दिल्ली, 9 अक्टूबर 1991

कां.आ. 2786 :- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनिट बैंक आफ इंडिया के प्रबंधन के संबंध नियोजकों उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-91 को प्राप्त हुआ था।

New Delhi, the 9th October, 1991

S.O. 2786.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Union Bank of India and their workmen, which was received by the Central Government on 8-10-1991.

#### ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM-LABOUR COURT PANDU NAGAR KANPUR

Industrial Dispute No. 84 of 1987

In the matter of dispute between :

Shri Satya Prakash Goel C/o U.P. Bank Karamchari Sangh 26/104 Birhana Road, Kanpur.

AND

Zonal Manager Union Bank of India Zonal Office.



## AWARD

1. The Central Government, Ministry of Labour, vide its Notification No. L-12012/200/86-D.II (A) dated 16-7-87, has referred the following dispute for adjudication to this Tribunal :—

Whether the action of the management of Union Bank of India in terminating the services of Shri Satya Prakash Goel w.e.f. 15-1-84 and not considering him for further employment while recruiting fresh hands under Section 25-H of the I. D. Act is justified? If not, to what relief is the workman entitled?

2. In the instant case first date for filing of the affidavit evidence on behalf of the Union workman was 22-1-1991. Thereafter 2-4-91, 15-5-91, 11-7-91 and 26-9-91 were fixed as dates for filing of the affidavit evidence, but no affidavit evidence was filed either by the workman or from the side of the Union. On 26-8-91 it was ordered that the workman be issued a notice informing that Shri K. N. Soni his authorised representative, has withdrawn his authority and the case is now fixed for 24-9-91 for affidavit evidence of the workman. But despite issue of notice none appeared in the case from the side of the workman nor affidavit evidence was filed. It therefore appears that the workman is not interested in prosecuting the case. Thus a no claim award is given in the case against the workman/Union. Reference is answered accordingly.

ARIJAN DEV, Presiding Officer  
[No. L-12012/200/86-D.II (A)]

का.आ. 2787 :- औद्योगिक विवाद अधिनियम, 1947  
1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय (सरकार बैंक आक इण्डिया के प्रबन्धन के संबंध निवृत्तकों और उनके कामदारों के बीच, भ्रतुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-91 को प्राप्त हुआ था।

S.O. 2787.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bank of India and their workmen, which was received by the Central Government on 8-10-1991.

## ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
DEOKI PALACE ROAD PANDU NAGAR, KANPUR

Industrial Dispute No. 184 of 1989

In the matter of dispute between :

The Organising Secretary Bank of India Staff Union  
Mohini Kishore Road Lucknow.

AND

The Zonal Manager Bank of India Naval Kishore Road,  
Lucknow.

## AWARD

1. The Central Government, Ministry of Labour, vide its Notification No. L-12012/68/89-D.II (A) dated 18th August, 1989, has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of Bank of India in terminating the services of Shri Ashok Kumar Saxena is justified? If not to what relief is the workman entitled?

2. The industrial dispute on behalf of the workman Shri Ashok Kumar Saxena, has been raised by the Organising Secretary, Bank of India Staff Association, Lucknow, (hereinafter referred to as Union for the sake of brevity).

3. The case of the workman in short is that the workman was employed by the Bank of its Shahjahanpur Branch on 16-7-81 and his service were utilized against permanent vacancy from time to time. During his employment the workman had been doing the job of cleaning office, counters, tables arranging pass books and ledgers, purchasing stationary items from the market, taking postage stamps for the bank from Post Office etc. etc. However, when the workman through the Union made a representation to the bank to regularise his services, the bank terminated the Services of the workman without assigning any reason w.e.f. 15-3-84 in violation of the provisions of Section 25-F, 25-G and 25-H of the I. D. Act. The management also committed violation of the various provisions of Sastri Award and paras 20.7 and 20.8 of the First Bipartite Settlement. The Union has therefore prayed that the order of termination of the services of the workman be declared as illegal and unjustified. It has further prayed for the reinstatement of the workman with full back wages.

4. The case is contested by the management. The management plead that Shri Ashok Kumar Saxena was not a workman within the meaning of the provisions of the Industrial Disputes Act. Further the Union could not have raised the dispute on behalf of Shri Saxena as Shri Saxena had not been a member of the Union. Shri Saxena is guilty of laches as he raised the dispute before the AIC (C) Lucknow after lapse of more than 4 years.

5. The management has then contended that Shri Saxena was not appointed in the service of the bank at its Shahjahanpur Branch against any permanent vacancy. However, on certain occasion he was engaged as a casual labour/peon in leave vacancies for 54 days during the period July 1981 to March 1984. The management deny having committed any violation of any provisions of the Act, Sastri Award or Bipartite Settlement.

6. In support of their case both the sides have led oral as well as documentary evidence. Whereas the Union has examined Shri Saxena, the management have examined 2 of the officers, namely, S/Shri A. B. Rao and Shri T. C. Verma.

7. In para (1) of his affidavit Shri Saxena has deposed that he had worked for more than 379 days as a Water Boy, for more than 50 days as Badli Sipahi and for 43 days as peon. In support of these facts he has filed with his affidavit photo copies of 3 certificates issued by the Manager of the Bank's Branch at Shahjahanpur. These are annexures 1 to annexure 3. Annexure 1 is the copy of certificate dated 21-1-85. It shows that since 1981 he had worked as a Water-boy for 379 days. Annexure 2 is the copy of certificate dated 20-3-84. It shows that he had worked as a peon on daily wages during 1981 at a salary of Rs. 150 per month and thereafter at a salary of Rs. 240 per month for 54 days on days specified in the certificate. Annexure 3 is the copy of certificate dated 12-3-84 which shows that he had worked as a temporary Sipahi for 50 days in bank's branch at Shahjahanpur. The photostat copies of these certificates have also been filed by the management witnesses. Management witness Shri T. C. Verma has filed the copy of certificate dated 21-1-85 and M.W. A. B. Rao has filed the copies of other two certificates with their affidavit. The documents evidence thus shows that Shri Saxena had worked as a Water Boy for 379 days, as a peon for 54 days and as temporary Sipahi for 50 days.

8. A little confusion has been caused by Shri A. B. Rao management witness. In para 5 of his affidavit he has stated that the number of days mentioned in the certificate dated 12-3-84 are included in the number of days mentioned in the certificate dated 20-3-84. Shri Saxena was also questioned in this regard in his cross examination. In para 7 of his statement in cross examination he has deposed that the number of days mentioned in the two certificates are independent of each other. On a careful consideration of the evidence, I find that what Shri Saxena has said is true. The certificates copies of which are annexure 2 and 3 of the affidavit of the workman clearly go to show that Shri Saxena had worked in two different capacities. He had worked as a peon for 54 days and as temporary Sipahi for 50 days. The certificate dated 30-3-84 shows that he had worked for 36 days in 1981, for 15 days in 1982 and for 3 days in 1984. Thus there remains no dispute about the fact that he had worked for 54 days as a peon and for 50 days as temporary Sipahi.



9. However, the details of 379 days are wanting in this case. There is no evidence from either side to show as to for how many days he had worked in 1981, 1982, 1983 and 1984. It was not difficult for the management to have furnished these details.

10. The important thing to be considered is whether as waterboy he had been doing the job for the whole of the day or for some time only. The parties are at variance on this point.

11. In his affidavit Shri Saxena has not deposed as to what had been his duties as a Water Boy. In para (3) of his affidavit he has deposed that his duties were to give water, arranging tables, clean counters bring stationery and to see other work entrusted to him by the bank officers posted in the branch. In para 5 of his cross examination he has deposed that as a water boy he was getting Rs. 3 a day as his wages and whenever he worked as peon cum water boy he used to be paid wages at the rate of Rs. 5 per day.

12. On the other hand M.W. T. C. Verma has deposed that the only duty of Shri Saxena was to fetch water from outside and fill the tank and add ice to the water. He has specifically denied that he used to supply drinking water to the customers or the members of the staff. According to him it was the duty of sepy to take water to the customers of the bank and members of the staff. In his affidavit he has deposed that he remained posted as Assistant Manager (Credit) at Shahjahanpur Branch of the bank from 16-12-83 to July 1986.

13. M.W. Shri A. B. Rao has deposed in his affidavit that he had been the manager of the Shahjahanpur Branch of the bank from August, 1983 to May 1986. Like the other management witness he has deposed that Shri Saxena had not been supplying water throughout the day i.e. during the working hours of the bank to the customers and the staff members of the bank. His job was simply to fill pitchers in the morning by bringing water from outside the premises of the bank. After filling pitchers his work finished.

14. With his affidavit Shri A. B. Rao has filed vouchers showing payment of wages to Shri Saxena. Copies of these vouchers are annexure 3 to annexure 10. Shri Rao has deposed that these annexures bear the signature of Shri Saxena on the back. Now let us see how much had been paid to Shri Saxena as water boy.

15. Annexure 3 is the copy of voucher dated 5-10-81. It shows that as water boy for filling water in Ice Box he had been paid Rs. 26 for 26 days at the rate of Rs. 1 per day. Annexure 5 is the copy of voucher dated 31-10-81. It shows that as water boy for filling water he was paid Rs. 21 at the rate of Rs. 1 per day for 21 days in the month of October, 1981. Annexure 7 is the copy of voucher dated 30-11-81. It also shows that he was paid Rs. 25 for filling drinking water in the branch at the rate of Re. 1 per day for 25 days in the month of December, 1981.

16. There has been no cross examination of Shri A. B. Rao with regard to these vouchers. Rather in his cross examination Shri Saxena has admitted that he had received wages from the bank in respect of the periods of his working, as water boy, peon and temporary sepy.

17. The rate at which he had been paid charges as water boy go to show that the evidence given by the management witnesses as regards his job as water boy is far more reliable than the evidence adduced by the Union. It is unbelievable and even unimaginable that a person would work as a water boy for whole of the day at Re. 1 a day. Therefore I believe management's evidence that as Water boy work of Shri Saxena finished as soon as he had filled the tank or pitchers with the drinking water. This period of 379 days is of no consequence. It cannot be taken into account for the purpose of determining his working days under the provisions of I. D. Act.

18. I may state here that during the course of arguments from the side of the management, the plea that he had not worked as workman during the period during which he was employed as a temporary sepy or temporary peon against leave vacancies was not pressed.

19. Shri Saxena having worked for 54 days as peon and for 50 days as temporary sepy during the period 1981 to 1984 does not attract any of the provisions of Industrial Disputes Act such as Section 25-F, 25-G and 25-H nor it attracts any of the provisions of the Sastri Award or the Bipartite Settlement to his benefit.

20. Thus I find that the Union has failed to prove its case for Shri Saxena. Hence it is held that the action of the management in terminating the services of Shri Ashok Kumar Saxena cannot be said as unjustified. The Union/workman is entitled to no relief.

21. Reference is answered accordingly.

ARJAN DEV, Presiding Officer

[No. L-12012/68/89-D.II (A)]

का.आ. 2788 :- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कैंनरा बैंक के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-91 को प्राप्त हुआ था ।

S.O. 2788.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial dispute between the employers in relation to the Management of Canara Bank and their workmen, which was received by the Central Government on the 8-10-1991.

#### ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 146 of 1988  
In the matter of dispute between :

BETWEEN

State Secretary,

Canara Bank Employees Union,  
Loha Mandi, Agra.

AND

The General Manager,  
Canara Bank,  
Marshal House,  
Parliament Street,  
New Delhi.

#### AWARD

1. The Central Government, Ministry of Labour vide its notification No. L-12012/240/88-D.2(A) dated 2nd November, 1988 has referred the following dispute for adjudication to this Tribunal ;

"Whether the Dy. General Manager, Canara Bank, Delhi was justified in imposing the penalty of stoppage of two increments for

a period of 2 years with cumulative effect to Shri B. C. Gupta, Clerk? If not, to what relief the workman concerned entitled?"

2. The industrial dispute on behalf of the workman Shri B. C. Gupta has been raised by Canara Bank Employees Union Agra (hereinafter referred to as Union). The admitted facts are that the workman, while he was posted as clerk at Belanganj Branch of the Bank at Agra, he was served with a chargesheet dated 20-10-1982. The Charge reads as under :—

(Reproduced as such)

You have been working at our Belanganj Agra Branch since 16-6-1977. On 1-2-1982 you did not attend the office. You did not submit any leave application nor obtained permission for availing the leave. Therefore, Leave was marked against your name in the Attendance Signing Register. Later when a new Attendance Signing Register was started because of old register having been torn out, Leave was also marked against your name for 1-5-1982 when you did not attend the office in New Attendance Signing Register. In the Attendance Marking Register also 'L' (meaning leave) was marked against your name. You subsequently marked as 'P' (meaning present) in the new signing register. You also made alterations in the Attendance Marking Register by marking 'X' against your name under the date 1-5-1982.

You had thus made unauthorised alteration marking presence in the records for the day on which you were absent and tampered with office records.

It was duly replied by the workman by means of his letter dated 19-11-1982. Shri A. P. Arvinda Rao an officer was appointed as Enquiry Officer. He held the inquiry into the charges and gave his findings on 9-1-1984. The Disciplinary Authority, on receipt of the findings agreed with the findings recorded by the E.O. and awarded the workman punishment of stoppage of two increments for a period of two years with cumulative effect. Against the said order the workman filed an appeal which was dismissed by the Executive Director.

3. The Union has assailed the order of punishment on the number of grounds. It has contended that the construction of the chargesheet was without any legal basis. The Union has further contended that the E.O. was biased and he did not conduct the inquiry in accordance with the principles of national justice. The E.O. did not give him adequate and proper opportunity for defence. Even the appellate authority, while considering the appeal, did not take into account the contents of the ground of appeal. According to the Union the workman has been punished in a determined and planned manner as he was a Trade Union worker and used to represent the staff matters before the management.

4. The management have denied all the ground on which the order of punishment has been assailed by

the Union. According to the management the inquiry was conducted in a fair and proper manner in accordance with the principles of natural justice. The workman was given due opportunity to defend himself. The E.O. was not biased. Even the appellate authority did not act in an unfair manner.

5. On 28-11-1990, the following preliminary issue was framed in this case :—

Whether the Departmental Enquiry against the workman was not conducted fairly and properly in accordance with the principles of natural justice by the management?

6. In support of their respective cases both sides have led oral as well as documentary evidence. Whereas the Union has examined the workman, the management have examined Shri Arvinda Rao, the E.O. Before me a few points have been raised from the side of the Union. I shall consider these points one by one.

7. Firstly it has been contended from the side of the Union that before the examination of the witnesses by the management in the inquiry, the workman's defence representative made a prayer for a Hindi Interpreter, but the said request was disallowed by the E.O. After going through the inquiry proceedings and claim statement I find no force in the point raised before me from the side of the Union. From the inquiry proceedings dated 6-4-1983 it appears that Mr. Shanker Kumar, the defence representative made a request to the E.O. to retain Shri V. C. Mittal Secretary of the Union as an observer which would help the workman to seek assistance as a interpreter. It was also submitted by Mr. Shanker Kumar that the workman could fluently converse in Hindi. The prayer was disallowed by the E.O. Their seems to be nothing wrong on the part of the E.O. in not acceding to the request made by Shri Shanker Kumar. In his cross examination, it has been admitted by the workman that both the E.O. and his defence representatives were Madrasis. Further it appears from the inquiry proceedings that from 15-9-1983, Shri V. C. Mittal, represented the workman during the inquiry proceedings. It was he who conducted the cross examination of the witnesses examined at the inquiry by the management. In written submissions dated 25-1-1984, copy Ex. M-5, Shri Mittal did not raise this point at all. The written submissions were made against the inquiry officer proposed recommendations to the Disciplinary Authority with regard to punishment. Similarly no such plea was raised in grounds of appeal, copy Ext. M-8, by the workman.

8. Lastly no such specific plea has been raised by the Union either in the claim statement or in the rejoinder. Even otherwise it has not been shown as to how the workman got prejudiced. Hence, I find no force in this contention.

9. The second point that has been raised by the representative of the Union is that the workman was not given an opportunity to produce evidence in defence. My attention has been invited to the statement made by the workman in para 5 of his statement in cross examination that it is wrong to say that he was given an opportunity to produce

evidence in defence. In this plea also I find no force. No such plea was raised by the workman or his defence representative in the written submissions dated 25-1-1984 copy Ext. M.5, and grounds of appeal, copy Ext. M.5. Had the workman been not given an opportunity to lead evidence in defence he would have surely taken up such a plea in the above two documents. It is important to note that in para 6 of his statement in cross examination the workman has deposed that he had not made any complaint to the inquiry officer or any other senior officer of the management bank complaining that he was not given an opportunity to lead evidence in defence. Hence, even in the second point, I find no force.

10. Thirdly we have to see whether the findings given by the E.O. and confirmed by the Disciplinary Authority and the appellate authority are perverse. I have gone through the findings recorded by the E.O. carefully and find that the E.O. had given a just decision. He rightly held the charges as proved against the workman. No other point is involved in this case.

11. Hence it is held that the departmental inquiry against the workman was conducted fairly and properly in accordance with the principles of natural justice by the management.

12. Since it is not a case of discharge or dismissal from service, the Tribunal cannot look into the question whether or not the punishment awarded was excessive u/s. 11-A of the I.D. Act.

13. Hence, it is held that the action of the management in imposing the penalty of stoppage of 2 increments for a period of two years with cumulative effect upon workman cannot be held as unjustified.

14. The result is that the Union/workman is entitled to no relief.

15. Reference is answered accordingly.

ARJAN DEV, Presiding Officer.

[No. L-12012/240/88-D.II(A)]

का.ग्रा. 2789:- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय जीवन बीमा निगम के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधीक्षण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-91 को प्राप्त हुआ था।

S.O. 2789.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial dispute between the employers in relation to the mgt. of Life Insurance Corporation of India and their workmen, which was received by the Central Government on the 8-10-91

## ANNEXURE

BEFORE SHRI ARJAN DEV PRESIDING OFFICER  
CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL CUM LABOUR COURT PANDU  
NAGAR KANPUR. INDUSTRIAL DISPUTE

No. 114/89

In the matter of dispute between :

Shri Anand Swarup Sharma, 45/161 Nagla Ajita  
Loha Maudi, Agra 282001.

AND

The Divisional Manager Life Insurance Corporation of India, Sanjay Place, Agra.

## AWARD

1. The Central Government, Ministry of Labour, vide its notification no. L-17012/12/88-D-1(B) dated 8-5-89, has referred the following dispute for adjudication to this Tribunal :—

Whether the Divisional Manager, Life Insurance Corporation of India, Agra was justified in terminating the services of Shri Anand Swarup Sharma w.e.f. 4-4-1987? If not, what relief the workman was entitled to ?

2. The case of the workman in brief is that he was appointed as a Peon for despatch of letters and for collecting letters from Post Office on 16-8-84 on a salary of Rs. 200 per month. He worked as such till 4-4-87 and during the said period he earned increments from time to time. He alleges that on 5-4-87 when he went to office as usual he was told by Shri N K Jain Office Superintendent, that his services were no longer required in the office by the Corporation. This was not true. According to him his services were terminated illegally in violation of the provisions of section 25F I. D. Act. Against his illegal termination he made representations on 5-5-87 and 1-6-87 but in vain. He has therefore prayed for his reinstatement with full back wages.

3. The case is contested by the management of Life Insurance Corporation of India. The management plead that Shri Sharma was engaged for the first time on 12-11-1984. On ad hoc basis temporarily for rendering the services of a courier without any restriction of timings and without their being any supervision over his work at Agra. The Corporation had offices in three different places/buildings. He was never appointed as a peon nor he ever earned any increment. He was never appointed as per procedure laid down by the Corporation for employment. According to Regulation 8 of the Regulations only the Managing Director, Executive Director (P), A Zonal Manager or a Divisional Manager could appoint a person to class III or Class IV posts. Shri Sharma was never appointed by any of the above mentioned authorities. As such even if there was any appointment, it was illegal, being in contravention of Regulation. In fact there was never any sanction nor substantial post for which he could have been engaged. The management contend that w.e.f. 16-1-1985 it was agreed that for rendering courier service he would be paid Rs 200 per month. Thereafter on his written request dated 1-5-1985, the contractual amount was raised to Rs. 250 per month

and w.e.f. 1-1-1986 it was raised to Rs. 300 per month. According to the management Shri Sharma rendered counter service only upto 19-3-1987. During the period of his engagement there never existed the relationship of Master and Employee between the Corporation and Shri Sharma. At best the relationship was that of Principal and Agent. In fact by the beginning of March 1987, the different Offices of the Corporation at Agra were shifted in one building and consolidated whereupon there did not remain the need for any courier service. The management have admitted the receipt of representations of Shri Sharma dated 5-5-87 and 1-6-1987, but according to the management they were duly replied by the Corporation vide its letter dated 15-6-1987.

4. The workman has filed rejoinder. According to him he was not rendering courier service under any contract. He has not specifically denied the fact pleaded by the management that by the beginning of March, 1987, the different offices of the Corporation at Agra were shifted in one building and consolidated.

5. In support of their respective cases both sides have led oral as well as documentary evidence. Whereas the workman has examined, himself, the management have examined Shri N K Jain, Manager. Two questions which arise for determination in this case are:—

1. Whether Shri Sharma was appointed as Peon temporarily or permanently?
2. Whether there existed the relationship of Principal & Agent between the parties; and
3. Whether there existed the relationship of Employer & Employee between the parties bringing his case within the meaning of term workman as defined under sec. 2(s) of the Act

6. The case of Shri Sharma in short is that he was appointed as peon for despatch of letters and for collecting letters from the post office on 16-8-1984 at a salary of Rs. 200 per month. On the other hand, the case set up by the management is that in the beginning on 12-11-1984, Sri Sharma was engaged on adhoc basis purely for rendering courier service on a daily wage of Rs. 10 and w.e.f. 16-1-85, his services became contractual. The occasion to engage him arise because of the fact that at that time the Corporation had its offices in three different buildings at Agra.

7. In his cross examination Shri Sharma has admitted that he never applied for the post of peon to the Corporation. He was never interviewed nor in connection with his appointment any test was held. He also admits that no appointment letter was issued to him by the Corporation. Then he has deposed that he did not get casual leave, privilege leave, medical leave etc., like regular employees of the Corporation. Even from his wages no amount used to be deducted towards provident fund. Another important fact stated by him is that his attendance was not marked in the attendance register maintained for regular employees. In his further cross examination he has deposed that between 16-8-1984 and 4-4-1987 he had been paid wages of regular class IV employees at the rate Rs. 650 per month 5 or 6 times. He has also stated

that during the period his employment he never get any increment. In para 7 of his statement in his cross examination he has admitted that w.e.f. 1-5-1985, he was paid Rs. 250 per month as wages and w.e.f. 1-1-1986, he was paid wages at the rate of Rs. 300 per month. Prior to 1-5-1985 he was paid wages at the rate of Rs. 250 per month. In this regard he has also deposed that on 16-8-1984 he was getting a daily wage of Rs. 10/-.

8. The above facts which have appeared in the evidence of Shri Sharma go to prove beyond doubt that he was not appointed as peon either temporarily or permanently. Further, in support of his case, despite the facts to which I have referred to above, Shri B. P. Saxena, the authorised representative for Shri Sharma has placed reliance on two documents Ext. W. 4 and Ext. W. 5.

9. Ext. W-4 is the photostat copy of letter from the Divisional Manager to the Post Master Head Post Office, Agra. By means of this letter the Post Master was requested to deliver the Dak of Corporation to Shri Sharma as a regular peon was not available. The document has been admitted by the management. Shri Saxena wants the court to draw the conclusion that it was the part of the duty of Shri Sharma to collect Dak from the Head Post Office. I am unable to draw such a conclusion. The words—"AS OUR REGULAR PEON IS NOT AVAILABLE" is of great significance. It shows that the duty to collect dak from the post office was that of a regular peon and not that of Shri Sharma Ext. W-5 is the photostat copy of the documents dated 27-2 (year not given) which has been described by Shri Sharma as Gate Pass. The document has not been admitted by the management. In his examination-in-chief, Shri Sharma has deposed that under the said document he had been to Mainpuri, Etah and Kasganj to deliver dak. According to him it bears the signatures of Shri Harish Chandra Tyagi Head Clerk. Much reliance cannot be placed even on this document. In the column meant for giving the name of person to whom records were given, the name of Shri Sharma is written. There is no mention in it of the places mentioned by Shri Sharma in his cross examination-in-chief. Even if we believe the testimony of Shri Sharma on the point it will not amount to his appointment as peon against temporary or permanent vacancy.

10. There is a dispute between the parties about the date on which Shri Sharma was initially engaged. According to Shri Sharma he was appointed on 16-8-84 and according to the management he was engaged on 12-11-1984. We need not enter into this controversy as it is not of much importance. One thing is evident from the written statement that his initial appointment was on daily wage of Rs. 10. It means that his engagement was as a casual workman on daily wages in the beginning.

11. The case set up by the management is that w.e.f. 16-1-1985, Shri Sharma became a monthly rated casual labour or his position became that of a contractor who had agreed to deliver dak mainly in the three offices of the Corporation situate at three different places at Agra. The management has placed great reliance, apart on the evidence of their witness; on the language used in the vouchers through which wages were paid to Shri Sharma. The photostat

copies of the vouchers have been filed by the management and they are noted at serial nos. 2 to 13 in the management's list of documents dated 19-6-90. On these vouchers Shri Sharma has admitted his signatures on their back. In his cross examination Shri Sharma has expressed his ignorance about the contents of these vouchers. In the vouchers on dates mentioned for the months given in these vouchers amounts have been paid to Shri Sharma for the contract work done by him during the month mentioned in each vouchers.

12. To my mind the words cannot be treated as conclusive to the real relationship between the parties. It will have to be examined in the light of the circumstances. In this connection I would like to refer to document no. 1 of the management's list of documents dated 19-6-1990. It is the copy of letter dated 1-5-1985 of Shri Sharma. Shri Sharma has admitted his signatures on it. According to him his signatures were obtained by Shri Harish Chandra Head Clerk on this document when it was blank. The writing is that of the head clerk. The words on which reliance has been placed by the management are—

Mujhe Aap Ke 16-1-1985 ko Adeshanusr  
Shakhaon ko Daak Aadi Le Jane Ka  
Karya Masik contract Ke Adhar Par Karne Ka  
Awasar Pradan Kiya Gaya Hai.

By means of this letter Shri Sharma made a request or enhancing his monthly emoluments from Rs. 200 to Rs. 300 per month. This letter also shows that according to Sharma the job of delivering letters kept him busy right from 10.00 a.m. to 6 p.m.

13. As earlier observed by me words are not conclusive with regards to the relationship between the parties. The material point to be examined is as to who had the control and supervision on his work. The only inference that can be drawn is that the control and supervision remained with the Corporation. He used to deliver letters and collect letters for delivering to other offices of the Corporation on the Direction and Supervision of the Officers of the Corporation. So to my mind his job was not of contractual nature creating the relationship of Principal and Agent. He was simply a casual labour engaged for courier service. In the beginning he was a simply a daily rated casual labour and w.e.f. 1-5-85 he became a monthly rated casual worker. Hence I hold that he was a workman within the meaning of Sec. 2(s) I.D. Act and as such governed by the provisions of I.D. Act.

14. In his cross examination, he has admitted that he had worked till 19-3-1987, thus giving up his case that he had worked till 4-4-87. There is no document nor there is any evidence from the management side that between 12-11-1984 and 19-3-87 Shri Sharma had worked intermittently. He having worked for more than 240 days during the period of one year preceding the date of termination of his services, the provisions of section 25F I.D. Act would stand attracted in his case. It is not the case where the management while terminating his services gave one month's notice or paid one month's pay in lieu thereof besides retrenchment compensation. Thus there was a clear violation of the provisions of Sec-

tion 25F I.D. Act. The order of termination was, therefore, void abinitio. In the ordinary course Shri Sharma is entitled to his reinstatement in service with full back wages. But looking to the facts of the case this relief cannot be granted to the workman. It appears that the purpose for which he was engaged initially ended with the termination of his services. In para 9 of his statement in cross examination he has deposed that in November, 1984, The Divisional Office of the Corporation was in Jeevani Mandi Agra. From the Divisional Office, he used to take dak for delivery to District City Branch. However, in 1987, The Divisional Office of the Corporation shifted to Sanjay Place Agra where in the same year the other two offices also shifted. This is exactly the case of the management. In para 2 of the written statement it is stated by the management that by the beginning of March 1987, the different office where shifted in one building and consolidated where after requirement of courier service ceased. The management witness has corroborated it by means of his affidavit. I have stated while referring to the rejoinder, that in the rejoinder this fact has not been found controverted by Shri Sharma. In the circumstances he cannot be granted relief of reinstatement with full back wages. For the failure of the management to comply with the mandatory provisions of Sec. 25F I.D. Act he can be awarded some compensation. The amount of compensation put at Rs. 10,000.

15. Held that the action of Divisional Manager Life Corporation of India Agra in terminating the services of Shri Anand Swaroop Sharma w.e.f. 19-3-87 (after noon) was not justified. In view of what has been said above Shri Sharma is awarded a sum of Rs. 10,000 as compensation instead of reinstatement.

16. Reference is answered accordingly.

ARJAN DEV, Presiding Officer

[No. L-17012/12/88-D-I(B)]

का.आ. 2790 :- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक आफ इंडिया के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-91 को प्राप्त हुआ था।

S.O. 2790.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial dispute between the employers in relation to the Management of Union Bank of India and their workmen, which was received by the Central Government on the 8-10-91.

#### ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT,  
PANDU NAGAR, KANPUR

INDUSTRIAL DISPUTE NO. 167 OF 1988

In the matter of dispute between :

The General Secretary,  
Union Bank Employees Union,  
C/o Union Bank of India,  
Hotel Gulmarg, Aminabad,  
Lucknow.

AND

The Assistant General Manager,  
Union Bank of India,  
Hotel Clark Building,  
8, M G Nagar, Lucknow.

#### AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/275/88-D2(A) dated 29-11-88 has referred the following dispute for adjudication to this Tribunal:—

Whether the action of the management of Union Bank of India in not posting Head Cashier timely on the opening of the Currency Chest at Sarvodaya Nagar Branch during 1984-85 which deprived Shri K. C. Saxena of his chance to get transfer to Jhansi is justified? If not, to what relief is the workman entitled?

2. The industrial dispute on behalf of the workman has been raised by the General Secretary Union Bank Employees Union (hereinafter referred to as Union for the sake of brevity). In case of the Union in short is that the workman joined Union Bank of India as Clerk-cum-Cashier on 25-4-80. Later on he was assigned the duties of Head Cashier Category C permanently and posted at Saraimir Branch. After his posting as Head Cashier Category C at the said branch, he made a written request to the management for his transfer to Jhansi Branch. The Union alleges that the management maintains a Transfer Diary for Clerks for transfer to place of their choice on the basis of First Come First Serve. During the period 1983—1986 the name of the workman was on the top in the transfer diary. In December, 1985, the management opened a Currency Chest Branch at Sarvodaya Nagar, Kanpur. As per policy of the bank at such a branch a Head Cashier is provided irrespective of the category of the branch and work load. The said policy was given effect to while opening Currency Chest Branches at Meerut and Lucknow. However, while opening Currency Chest Branch at Sarvodaya Nagar, Kanpur, no head cashier was posted. In fact at the time of opening of the branch the management ought to have transferred Shri R. P. Sonkar Head Cashier at Jhansi (M) Branch and posted the workman as Head Cashier at Jhansi (M) Branch in place of Shri R. P. Sonkar on the basis of transfer Policy. This was not done mala fide by the management. After a lot of persuasion/decision the management agreed to transfer Shri R. P. Sonkar from Jhansi to Kanpur and transferred him to Sarvodaya Nagar Branch Kanpur as Head Cashier in the month of December, 1986. As a result of delay in filling up the vacancy of the Head Cashier at Sarvodaya Nagar, Kanpur, many other clerks in the transfer diary got promoted to the post of Head Cashier and they superseded the workman in the matter of transfer to Jhansi as per transfer diary. Had the management implemented the transfer diary in December, 1985, the workman would have been transferred to Jhansi

from Saraimir Branch. The Union has therefore prayed that the management be directed to transfer the workman to Jhansi as Head Cashier and further be directed by reimburse all the establishment expenses incurred by the workman for keeping double establishment one at Jhansi and another at Saraimir District Jhansi. The Union has further prayed that the management be directed to pay halting allowance payable to the award staff who remain out of station on duty from the date of opening of Currency Chest at Sarvodaya Nagar, Branch Kanpur.

3. The case is contested by the management. With regard to the facts alleged by the Union about the date of joining of service by the workman, assigning of duties of Head Cashier Category C with posting at Saraimir Branch District Azamgarh and workman's request for transfer to Jhansi Branch, the management have tried to give an evasive reply by stating that these facts are matter of records. Similarly management have tried to avoid giving dates specifically on the point as to when the Currency Chest Branch at Sarvodaya Nagar was opened. This is not expected from the management of the bank which possesses every record of the employees of the bank. It has been noticed by me that managements of many other banks also include in such a practice which is not at all approved by the Tribunal.

4. The management do not dispute the fact that the management maintained a transfer diary for clerical staff for their transfer to places of their choice on the basis of First Come First Serve. The management plead that the Union has given a vague period during which the workman's name in the transfer diary for transfer to Jhansi was on the top. The creation of vacancy of Head Cashier Category C/Clerks in Currency Chest & posting of incumbent against such a vacancies at the time and simultaneously with the opening of currency chest is not always automatic. It is decided by the management as per administrative requirement of the bank. It is wrong on the part of the Union to say that posting of a Head Cashier Category C is done irrespective of category of branch and work load. The management admit that they had posted Head Cashier Category C at Meerut and Lucknow Currency Chest as per administrative requirement of the bank. According to the management a vacancy at Jhansi would have occurred only after the incumbent working at Jhansi had been transferred or moved to some other place. The fact is that the person working at Jhansi was transferred in the year 1986 and it was done when a vacancy at Jhansi had occurred. At the time when vacancy occurred at Jhansi the person whose name appeared at the top in the transfer diary for Jhansi was posted at Jhansi. So the request of the workman for his transfer to Jhansi could not be acceded to. In any case the creation and abolition of the post is purely a managerial function.

5. In support of its case the Union has examined the workman and in support of their the management have filed the copy of minutes of discussion held between the representatives of the management of Union Bank of India and the representatives of the Union on 8th, 9th September, 1978 at Bombay.

6. I have gone through the facts and circumstances of the case and find that the workman has no case at all. From para 14 of the claim statement filed by the Union it is clear that in December, 1986, when Shri R. P. Sonkar who held the post of Head Cashier at Jhansi (M) Branch was transferred to currency chest branch at Kanpur, in the transfer diary the name of the workman for transfer to Jhansi was not at the top. He had been superseded by several other clerks who in the mean time had been promoted to the post of Head Cashier. The claims of the incumbant for transfer has to be considered at the time when vacancy occurs at the station for which choice of transfer has been given by an employer. It means that many other clerks prior to the written request for transfer to Jhansi by the workman had applied for their transfer to Jhansi. Their claims could not have been ignored simply because of the fact that at the time when they applied for the transfer to Jhansi they were merely clerks. The question is what post they had held at the time when the vacancy of a Head Cashier Category C had occurred at Jhansi.

7. The main stress on behalf of the Union is that had the vacancy of Head Cashier Category C at Sarvodaya Nagar Branch Kanpur been filled at the time of its creation, the name of the workman amongst the category of Head Cashier Category C would have been at the top entitling him to be posted at Jhansi as Head Cashier Category C. According to the Union the posting of Head Cashier on the creation of the Currency Chest Branch is not at all dependant on the category of the branch and workload. On the other hand the case set up by the management is that this is not automatic and it is not true that the posting of the Head Cashier Category C in a Currency Chest Branch is done in respect of the category and workload. A mere common sense would show that for making the posting at such a branch several factors will have to be looked into such as category of the branch and workload. No management of the bank would be interested in posting extra staff where there is not sufficient work. Moreover, it has not been shown to me by the authorised representative for the Union that there is any mandatory provision requiring the management to post a Head Cashier Category C just on the opening of a currency chest branch. In the matter of posting and transfer the administration does take some time which may take even some months.

8. The authorised representative for the Union has invited my attention to the topic Additional Head Cashier at Currency Chest, which came up for discussion during the meeting held between the management and the Union Representatives on 8th & 9th September, 1978, at Bombay. The understanding arrived at on this topic was that Head Cashier Category C had been provided at all branches where Currency Chest was attached. How it is of any help to the Union, I fail to understand. As remarked by me above the representative for the Union has been unable to show me any mandatory provision in this regard. The authorised representative for the Union has also invited my attention to the transfer policy of the Award Staff. It appears from the transfer policy that all requests for transfer will be subject to the availability of vacancies. It is provided that one com-

mon request transfer diary will be maintained state-wise by the respective Zonal Offices and the Central Office Request for transfer by the employees are required to be made through their branch. The Zonal Office, will register the applications station wise in the transfer diary on receipt of the applications. On the basis of date of receipt at the Zonal Office the actual serial number of the station will be intimated to the concerned employee with a copy to the Central Office and concerned Regional Office/Zonal Office. If an order of transfer is issued and if the employee is not relieved for want of substitute his vacancy will be kept open till he is relieved. It is also provided that the request transfer shall be effected on first come first serve basis. There is nothing in the transfer policy for award staff which has been shown to the court by the authorised representative that the seniority in the matter of transfer will be considered just on the creation of a branch to which Currency Chest is attached and not on the creation of vacancy. There is also nothing in it to show that on creation of vacancy is a members of award staff who had applied earlier for his transfer to a particular station had come to be designated as Head Cashier Category C, his claim would stand superseded to the claim of the award staff who had applied for transfer to that very station while working as Head Cashier Category C.

9. Hence I find no substance in the case of the Union which it has set up for the workman.

10. Held that the action of the management in not posting workman as Head Cashier on the opening of the Currency Chest at Sarvodaya Nagar, Kanpur Branch in December 1985 cannot be said as unjustified. The result is that the Union/workman is entitled to no relief.

11. Reference is answered accordingly.

ARJAN DEV, Presiding Officer  
[No. L-12012/275/88-D. II(A)]

का.आ. 2791:— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ बड़ौदा के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-91 को प्राप्त हुआ था।

S.O. 2791.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial dispute between the employers in relation to the management of Bank of Baroda and their workmen, which was received by the Central Government on 8-10-91.

ANNEXURE  
BEFORE SHRI ARJAN DEV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, PANDU NAGAR, DEOKI PALACE ROAD, KANPUR

Industrial Dispute No. 304 of 1989

In the matter of dispute between :

The General Secretary,

U.P. Bank of Baroda Employees Union,



C/o. Bank of Baroda, 90/165 Iflikharabad,  
Dua Market Chamra Mandi, Kanpur.

AND

Regional Manager,  
Bank of Baroda,  
Lucknow Region.

### AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/223/89-D2(A) dated 25-11-1989 has referred the following dispute for adjudication to this Tribunal:—

"Whether the action of the management of Bank of Baroda in not considering the exemption for appearing in written test in respect of Shri H. P. Jaiswal in terms of clause 16.4 of promotion policy signed on 22-9-1977 and clarified vide office circular No. UPL/11/STF/ST/6/3897 dated 11-9-1985 was justified? If not to what relief the workman entitled?"

2. The dispute has been raised by General Secretary, U.P. Bank of Baroda Employees Union, Kanpur. Today Shri K. N. Soni the authorised representative for the Union moved an application stating that he had been informed by Shri R. C. Trivedi General Secretary of the Union that the workman has been given promotion as such the Union does not want to press the dispute.

3. In view of it the dispute regarding which reference has been made is treated as not pressed/withdrawn.

4. The reference is answered accordingly.

ARJAN DEV, Presiding Officer.

[No. L-12012/223/89-D2(A)]

का.आ.2792 :- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार बैंक आफ महाराष्ट्र के प्रबन्धन के सबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण स. 1 बंबई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-96 को प्राप्त हुआ था।

S.O. 2792.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bombay as shown in the Annexure in the industrial dispute between the employers in relation to the which was received by the Central Government on the 8-10-1991.

### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL NO. 2 AT BOMBAY  
Reference No. CGIT-2/55 of 1985

#### PARTIES:

The employers in relation to the management of Bank of Maharashtra, Pune

AND

Their workmen.

#### APPEARANCES:

For the Employer—Shri V. P. Shintre, Advocate.

For the Workmen—(1) No appearance for the Bank of Maharashtra Karmachari Saugh.

(2) Shri B. W. Vaidya, Advocate for the Bank of Maharashtra Employees Federation.

INDUSTRY : Banking

STATE : Maharashtra.

Bombay, the 18th September, 1991

### AWARD

The Central Government by their order No. L-12011/5/85-D2(A) dated 22-8-1985 have referred the following industrial dispute to this Tribunal for adjudication under section 10(1)(d) of the Industrial Disputes Act, 1947.

"Whether the action of the management of Bank of Maharashtra, Pune, in not calling applications from all their employees for posting at their Industrial Finance Branch, Shivajinagar, Pune, is justified? If not what relief is the workmen concerned entitled to?"

2. The case of the Bank of Maharashtra Karmachari Saugh, as disclosed from the statement of claim (Ex. 2) filed by its President, in short, is thus:—

The Bank of Maharashtra Karmachari Saugh is a trade union registered under the Trade Unions Act, and is functioning in the Bank since the last several years. The service conditions of the Bank employees are governed by the Shastri Award the Desai Award and the ancient Bi-Parite Settlement. In the present case, the Bank has not followed its circular dated 2-8-1974. A notice of the change was issued by the Bank on 28-2-1983 showing its proposal to change the conditions of service in respect of the allowance carrying posts. The Saugh by their letter dated 11-3-1983 opposed the said proposed notice of change, and also gave a notice of strike under section 22(1) of the Industrial Disputes Act, making certain three demands from the Bank management. In the meantime the Bank issued a circular dated 16-11-1983 informing that the procedure of request transfer was changed, and an agreement was entered into between the Bank, and the All India Bank of Maharashtra Employees Federation. The Saugh reliably learnt that the conditions of service were not followed in respect of the new proposed Industrial Finance Branch Pune. Therefore, the demands made by the Saugh by the said notice of strike were:—

The Bank management should issue a circular inviting the applications from the interesting employees working in the 'Industrial Finance Branch', and some other demands. In spite of that demand and the notice of strike, the concerned authorities of the Bank issued the order transferring some of the employees from Bajrao Road Branch to the New opened Branch, which was opened on 14-10-1984.

3. The Saugh further alleged thus:—

The Agreement with the Federation purporting to be dated 28-9-1984 was arrived at and signed only after 1-10-1984, i.e. the date on which the notice of strike was sent by the Saugh. That agreement was made back-dated as 28-9-1984 to show as if the terms were agreed upon prior to the strike notice. The said settlement with the federation means no settlement in law, and is malafide and illegal. The Bank has committed a breach of the settlement dated 31-10-1983. The action of the Bank in not calling applications from all the employees is in violation of section 9A of the Industrial Disputes Act, 1947. The Saugh, therefore, lastly prayed that this Tribunal should declare the settlement dated 28-9-1984 with the Federation as illegal, inoperative, malafide and bad in law, that



the posting of the employees only belonging to the Bajirao Road Branch, Pune to the new Industrial Finance Branch, Shivajinagar, is a contravention of the existing agreements/settlements, and that this Tribunal should direct the Bank management to send all such employees who are posted to the Industrial Finance Branch, Shivajinagar, Pune, to their original posts, and should direct the Bank to invite the applications as per term number 4 of the settlement dated 31-10-1983.

4. The Assistant General Manager (Personnel) of the Bank filed his written statement (Ex. 3) in support of the action of the Bank, and contended thus :—

The alleged privilege claimed by the Sangh arose out of the settlement dated 31-10-1983, to which the Sangh was not a party. The Sangh was also not a party to the other settlement arrived with the Bank of Maharashtra Employees Federation, The Sangh, which is a minority union, has raised the dispute in question on the assumption that the Bank has opened a new Branch named as the Industrial Finance Branch at Shivajinagar, Pune. However, the opening of the Industrial Finance Branch is not a new branch in its real sense, in as much as it will not carry on all the functions which the ordinary branch of the bank is carrying. The Industrial Finance Branch is to carry on specialised functions in as much as only those accounts with advances over Rs. 25 lakhs in the city of Pune will be monitored with a view to having the better follow-up of these advances. The settlement was made with the All India Bank of Maharashtra Employees Federation, i.e. the majority union on 28-9-1984 in which it was decided that having regard to the specialised character of the Branch, the requirement of staff was to be met out from the Bajirao Road Branch of the Bank.

5. The Bank management further contended thus :—

Since the major business of the Branch was to be transferred from the Bajirao Road Branch, it would have an effect of leaving surplus staff at Bajirao Road Branch. The main object of the Bank was to cause less inconvenience to the employees on account of their becoming surplus at Bajirao Road Branch, and thus had to be accommodated at different branches. Further, the transfer of the employees is the management function over which the labour union cannot raise any dispute. Further all the other local transfers are in the same city of Pune. This has avoided transfers from distant places. There is no discrimination made by the Bank against any employee, or any section of the employees and all the employees of the Bajirao Road Branch are equally benefited irrespective of their union affiliation. The Bank management lastly contended that its action in question is quite just, proper and legal.

6. On the application of the Bank management, the All India Bank of Maharashtra Employees Federation was made a party to this proceeding. (Ex. 7) The written statement was filed by the President of that Federation, (Ex. 8) and it was contended thus :—

This Federation is a majority Union representing more than 85 per cent of the employees of the Bank. At this federation is the majority union, the Bank has always been making the settlements with this majority union only. In the meeting held of this federation and the Bank management on 28-9-1984, the Issue in question was discussed, and the parties felt that it would be conducive to the efficient service that the employees who are operating and who even know the clients (Account Holders) are transferred to this specialised Branch. It was also seen that the case of opening of this specialised branch was different from the opening of a new branch. Normally a new branch increases the new and additional business generating the employment.

However, in this case, certain accounts were transferred to specialised and there was no question of additional business or additional employment being generated on that account. It was seen that after the transfer of considerable number of accounts from Bajirao Road branch to specialised Branch, there would be surplus employment at Bajirao Road Branch if the employees handling those accounts are not transferred to the specialised branch. Under these circumstances, the Union entered into the settlement providing for transfer of staff from Bajirao Road Branch to the specialised branch at Shiv Villa, Fergusson College Road, Shivajinagar, Pune-411005. The said settlement solved the problems arising out of the opening of specialised branch. The Federation therefore, lastly urged that the action of the Bank management in question was just and proper, and that this Tribunal should reject the prayer of the Sangh, i.e. the minority union.

7. The necessary Issues were framed on the basis of the pleadings of the parties at Ex. 6.

8. Shri S. D. Dhopeswarkar, the General Secretary of the All India Bank of Maharashtra Employees Federation filed his affidavit (Ex. 9) in support of the contentions as above, of the federation, i.e. the majority union. The Sangh, i.e. the minority Union remained absent on 4-2-1991, 4-3-1991, and on 5-4-1991 and as such, what the said witness for the federation stated in his affidavit, has got unchallenged. I therefore, see no reason to disbelieve any of the statements made by the said witness in his affidavit. It was for the Sangh, i.e. the minority union to prove that the action of the Bank management in question was unjust, and improper. However, the sangh has failed to discharge that burden, by leading no evidence on that point. Apart from that, I find that the contentions of the Bank management, and of the said federation, as above, are quite acceptable. I therefore find that the action of the Bank management in question was quite just, proper and legal.

9. The learned advocate for the Bank filed an application on 16-11-1990 (Ex. 10) that by the settlement dated 13-4-1987 entered into between the Bank and the Bank of Maharashtra Karmachari Sangh, it is specifically agreed that where a part of business work is transferred from a branch or from some branches to a branch which is to be opened, then the provisions regarding allowance carrying posts will not be applicable. This application further stated that in the present dispute the action of the Bank in not inviting applications for the posts of the Industrial Finance Branch is challenged. However, as stated hereinabove, this point is no longer a matter of dispute between the parties. The learned advocate for the federation has supported the said application of the Bank management. No say was filed by the minority Union opposing the said application. Therefore, I find that in view of the said settlement dated 13-4-1987 between the Bank and the Sangh, the present dispute does not survive, and as such, the reference stands disposed off, on that account also.

10. However, in the result, the following Award is passed.

#### AWARD

11. The action of the management of Bank of Maharashtra, Pune, in not calling applications from all their employees for posting at their Industrial Finance Branch, Shivajinagar, Pune, was just, proper and legal.

12. The parties to bear their own costs of this reference.

P. D. APSHANKAR, Presiding Officer

[No. L-12011/5/85-D.II(A)]

का. आ. २७९३.—औद्योगिक विवाद अधिनियम, १९४७ (१९४७ का १४) की धारा १७ के अनुमण में, केन्द्रीय सरकार बैंक आफ महाराष्ट्र के प्रबन्ध के संबंध नियोजको और

उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-91 को प्राप्त हुआ था।

S.O. 2793.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Bombay as shown in the Annexure in the Industrial dispute between the employers in relation to the management of Bank of Maharashtra and their workmen, which was received by the Central Government on 8-10-1991.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 2, AT BOMBAY  
PRESENT :

Shri P. D. Apshankar, Presiding Officer.

Reference No. CGIT2/34 of 1986

#### PARTIES :

Employers in relation to the management of  
Bank of Maharashtra.

#### AND

Their Workmen.

#### APPEARANCES :

For the Employer.—Shri V. P. Shintre, Advocate.

For the Workmen.—(1) No appearance for the Bank of Maharashtra Karamchhari Sangh.

(2) Shri B. W. Vaidya, Advocate for the Bank of Maharashtra Employees Federation.

INDUSTRY : Banking STATE : Maharashtra  
Bombay, dated the 16th September, 1991

#### AWARD

The Central Government by their order No. L-12011/66/85-D.II(A) dated 19-8-1986 have referred the following industrial dispute to this Tribunal for adjudication under section 10(1)(d) of the Industrial Disputes Act, 1947.

“Whether the action of the management of Bank of Maharashtra, Head Office, Lokmangal, Pune in not following the past practice as laid down in para 4 of the Bi-partite Settlement dated 31-10-1983 of calling applications from the employees for posting in proposed new branch viz. Industrial Finance Branch, Fort Area, Bombay is legal and justified? If not, what relief the workmen are entitled to ”

2. The President of the Bank of Maharashtra Karamchhari Sangh, which is the minority union, filed his statement of claim (Ex. 2) challenging the said action of the Bank.

3. The Asstt. General Manager (Industrial Relations) of the Bank filed his written statement (Ex. 3) supporting the action of the Bank management.

4. On the application of the Bank, the All India Bank of Maharashtra Employees Federation was impleaded as a party to this dispute. The President of that federation, which is the majority union, filed his written statement (Ex. 7) supporting the said action of the Bank management, and opposing the claim of the Sangh, the minority Union.

5. On the basis of the pleadings of the parties, the necessary issues were framed at Ex. 4.

6. Shri K. D. Jog, the President of the said Sangh, filed his affidavit (Ex. 6) in support of the case of the minority union, and challenging the action in question of the Bank management. However, on the subsequent dates i.e. on 24-12-1990, 4-2-1991, 4-3-1991, and on 5-4-1991 he remained absent, and as such he did not offer himself for cross examination by the Bank management and by the federation. Therefore, the contents of that affidavit cannot be read in evidence.

7. On 16-11-1990, the Advocate for the Bank filed an application (Ex. 8) that,—

“by the settlement dated 13-4-1987 entered into between the Bank and the Bank of Maharashtra Karamchhari Sangh, it is specifically agreed that where a part of business work is transferred from a branch or some branches to a branch which is to be opened, then the provisions regarding allowance carrying posts will not be applicable.”

“In the present dispute, the action of Bank in not inviting applications for the post of Industrial Finance Branch is challenged. However, as stated above, this point is no longer a matter of dispute between the parties.”

8. The Advocate for the federation supported the said application of the Bank. The Sangh, i.e. the minority union, did not file any say to this application, even though an opportunity was given to it to file its say. Therefore, I find that in view of the settlement dated 13-4-1987 between the Bank and the Sangh, the dispute in question does not survive, and as such, the reference stands disposed of. Apart from that, I accept the contentions of the Bank management and the federation and find that the action of the Bank management in question was quite just, and proper.

#### AWARD

9. The action of the management of Bank of Maharashtra, Head Office, Lokmangal, Pune in not following the past practice as laid down in para 4 of the Bi-partite Settlement dated 31-10-83 of calling applications from the employees for posting in the proposed new branch viz. Industrial Finance Branch, Fort Area, Bombay is quite just, legal, and proper.

10. The parties to bear their own costs of this reference.

P. D. APSHANKAR, Presiding Officer

[No. L-12011/66/85-D.II(A)]

का. आ 2794.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबन्धन के संदर्भ नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार का 7-10-91 को प्राप्त हुआ था।

S.O. 2794.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the Industrial dispute between the employers in relation to the management of Punjab National Bank and their workmen, which was received by the Central Government on the 7-10-1991.

ANNEXURE  
BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT,  
JABALPUR (M. P.)

CASE NO. CGIT/LCR (240)/1990.

#### PARTIES :

Employers in relation to the management of Punjab National Bank, Jabalpur (M. P.) and their workmen Shri S. C. Jain, Special Asstt. through the Chairman, M. P. Bank Employees Association, 551, Sanatan Dharam Mandir Road, Gorakhpur, Jabalpur (M. P.).

#### APPEARANCES

For Union : Shri P. N. Sharma, Chairman.  
For Management : Shri K. Swaminathan, Asstt Manager-Personnel.

INDUSTRY : Bank DISTRICT : Jabalpur

#### AWARD

Dated, September 20th, 1991

The Central Government, Ministry of Labour referred the following dispute for adjudication to this Tribunal vide its Notification No. L-12012/241/90-I.R. (B-2), dated the 11th December, 1990 :—

"Whether the action of the management of Punjab Nation Bank in terminating the services of Shri S. C. Jain, Special Asstt. is justified? If not to what relief is he entitled?"

2. The case was registered on 28-12-1990 and the Union filed statement of claim on behalf of the workman on 26-3-1991. Then the case was fixed on 3-5-1991, 27-6-1991 and 24-7-1991 but no written statement was filed by the management.

3. On 27-8-1991 it was reported that the concerned workman has expired on 21-6-1991 and the management sought adjournment for filling settlement. An application was moved by Shri P. N. Sharma to take the L. Rs. of the deceased workman on record. Shri Sharma was directed to file the authority on behalf of the L. Rs.

4. On 12-9-1991 parties filed application alongwith a Memorandum of settlement. As it was on casual leave the case was adjourned to 16-9-1991 on which date parties verified the settlement. The terms of settlement duly signed by the representatives of parties are as under :—

1. That late Shri S. C. Jain would be deemed to have been continued in the services of the bank from the date of his cessation of services i.e. 5th November, 1988, till the date of his death i.e. 21-6-1991.
2. That in full and final settlement of all the claims arising out of the dispute pending before the Tribunal, the bank, the Second party, has agreed to make payment of sum equivalent to 40 per cent (Forty per cent) of wages which would have been drawn by Shri Jain from 5-11-1988 to till the date of his death i.e. 21-6-1991 to Smt. Kranti Devi

and Kumari Preeti Singhai who stand substituted as party to the dispute in place of late Shri S. C. Jain (Employee) and Smt. Kranti Devi Jain and Kumari Preeti Singhai have agreed to accept the said sum in satisfaction of all claims against the Bank arising out of the dispute pending before the Hon'ble Tribunal.

3. That the bank would made payment of the afore-said sum referred to in sub clause-2 above within one month from the date of passing of the appropriate award by the Hon'ble Tribunal subject to usual deduction of income-tax, if any.
4. The bank would consider giving employment on compassionate grounds to Smt. Kranti Devi Jain wife of late Shri S. C. Jain in terms of Bank's scheme for employment on compassionate grounds, if she is otherwise eligible.
5. That this is in full and final settlement of all claims arising out of in respect of the dispute pending before the Tribunal and neither Union nor any person claiming under late S. C. Jain would raise any dispute or in any manner whatsoever before any authority.
6. That this settlement has been arrived at having regard to the peculiar facts and circumstances of the case and keeping in view to provide succor to the grieved family of late Shri S. C. Jain and thus the settlement shall not be cited as a precedent by any party before any forum.

5. The above terms of settlement are just and fair. I, therefore, record my award in terms of settlement. No order as to costs.

V. N. SHUKLA, Presiding Officer.

[No. L-12012/24/241/90-IR (B-II)]

नई दिल्ली, 10 अक्टूबर, 1991

का. आ. 2795.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इसके द्वारा केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है जैसा कि अधिनियम की धारा 33-क के अधीन यू. पी. बैंक इम्प. कांग्रेस द्वारा इलाहाबाद बैंक के प्रबंध वर्ग के विरुद्ध दायर की गई शिकायत के संबंध में अनुबंध में दर्शाया गया है, जो केन्द्रीय सरकार को 8-10-91 को प्राप्त हुई थी।

New Delhi, the 10th October, 1991

S.O. 2795.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Kanpur as shown in the Annexure in respect of complaint under Section 33-A of the Act filed by U.P. Bank Emp. Cong. against the management of Allahabad Bank which was received by the Central Government, on 8-10-1991.

#### ANNEXURE

BEFORE SHRI ARJAN DEV PRESIDING OFFICER  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 45 of 1989

In the matter of dispute between :

The Deputy Secretary, U. P. Bank Employees Congress  
Kanpur.

AND

The Management of Allahabad Bank through The  
Assistant General Manager Allahabad Bank 113/  
58 Swarnp Nagar Kanpur.

Award U/s. 33-A of the Industrial Disputes Act.

1. This is a petition under section 33-A of the I. D. Act, by the Deputy Secretary, U. P. Bank Employees Congress against the management of Allahabad Bank. It is alleged in the application that during the pendency of Industrial Dispute No. 126 of 1987, the management of the bank have altered to the prejudice of Shri Vinay Kumar workman, the condition of his services by transferring him to Jaspura Branch District Banda from Kanpur.

2. Today Shri B. P. Saxena, the authorised representative for the Union has moved an application with the prayer to permit the Union to withdraw the petition.

3. The application is allowed and the Union is permitted to withdraw its petition under section 33-A of the I. D. Act.

4. Reference is decided accordingly.

ARIAN DEV, Presiding Officer  
[No. L-12025/7/91-IR (Bank-II)]

V. K. VENUGOPALAN, Desk Officer.  
नई दिल्ली, 9 अक्टूबर, 1991

का. आ. 2796.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आर्किआनोजिकल सर्वे आफ इण्डिया के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-91 को प्राप्त हुआ था।

New Delhi, the 9th October, 1991

S.O. 2796.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Archeological Survey of India and their workmen, which was received by the Central Government on 8-10-1991.

#### ANNEXURE

BEFORE SHRI ARIAN DEV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
CUM- LABOUR COURT, PANDU NAGAR, KANPUR  
Industrial Dispute No. 136 of 1990

In the matter of dispute between :

National President, Archeological Survey Mazdoor  
'Intuc' 2/236 Namnair, Agra.

#### AND

The Chief Horticulturist, Archaeological Survey of India,  
Sangh 'INTUC' 2/236 Namnair Agra.

#### AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-42012/169/89-D.II (B) dated 15-5-1990 has referred the following dispute, for adjudication to this Tribunal :—

"Whether the Chief Horticulturist, Archaeological Survey of India, Agra was justified in terminating the service of Shri Dinesh S/o Shri Bhoori Singh w.e.f. 31-12-1988 ? If not, what relief the workman was entitled to ?"

In the instant case on 9-9-1991, the management moved an application alongwith copy of settlement with the prayer that the reference be decided in terms of the said settlement. Since more was present from the side of the Union, the case was adjourned to 11-9-1991 for orders at Camp Agra. On 11-9-1991, Shri Surender Singh the authorised representative for the Union received the copy of the application moved on 9-9-1991 by the management alongwith the copy of settlement. Shri Singh did not object to it.

3. The terms of settlement read as under :—

1. It is agreed that 26 casual labourers as per the list enclosed of garden branch ASI Agra will be re-instated as casual workers after lifting the Dharna in front of the office of Chief Horticulturist ASI Agra within 72 hours.

2. It is agreed that the seniority of these workmen will be maintained taking into account their date of initial engagement keeping in view the prevailing rules.

3. It is agreed that these workmen will not be entitled for any wages/allowances for intervening periods.

4. It is agreed that remaining 2 workmen namely S/ Shri Ramgopal Singh S/o. Roop Kishore and Dinesh S/o. Shri Bhoori Singh will also be re-instated with immediate effect.

5. It is agreed that these 2 workmen will also be given seniority of their past services i.e. initial engagement.

6. It is agreed that these 2 workmen will also not be entitled for any wages/allowances for intervening period & will move an application for withdrawal of their I.D. No. 126/90 and 136/90 before CG-IT/Kanpur, keeping in view the above memorandum of settlement.

4. Thus in view of the above, the present reference is decided in terms of the settlement referred to above.

5. Reference is answered accordingly.

ARIAN DEV, Presiding Officer.  
[No. L-42012/169/89-D. II(B) (Pt.)]

का. आ. 2797.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आर्कि आनोजिकल सर्वे आफ इण्डिया के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-91 को प्राप्त हुआ था।

S.O. 2797.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Archaeological Survey of India and their workmen, which was received by the Central Government on 8-10-1991.

#### ANNEXURE

BEFORE SHRI ARIAN DEV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT PANDU  
NAGAR, KANPUR

INDUSTRIAL DISPUTE NO. 126/1990

In the matter of dispute between :

National President, Archaeological Survey Mazdoor  
Union INTUC 2/236 Namnair, Agra.

#### AND

The Chief Horticulturist Archaeological Survey of India  
Taj Mahal, Agra.

#### AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-42012/166/89-D. 2(B), dated 2-5-1990 has referred the following dispute for adjudication to this Tribunal :—

Whether the Chief Horticulturist Archaeological Survey of India Agra was justified in terminating the ser-

vice of Shri Ram Gopal S/o. Roop Kishore w.e.f. 31-12-1988 ? If not, what relief the workman was entitled to ?

2. In the instant case on 9-9-1991, the management moved an application alongwith copy of settlement with the prayer that the reference be decided in terms of the said settlement. Since none was present from the side of the Union, the case was adjourned to 11-9-1991 for orders at Camp Agra. On 11-9-1991, Shri Surender Singh the authorised representative for the Union received the copy of the application moved on 9-9-1991 by the management alongwith the copy of settlement. Shri Singh did not object to it.

3. The terms of settlement read as under :—

1. It is agreed that 26 casual labourers as per the list enclosed of garden branch ASI Agra will be reinstated as casual worker after lifting the Dharna in front of the office of Chief Horticulturist ASI Agra within 72 hours.
2. It is agreed that the seniority of these workmen will be maintained taking into account their date of initial engagement keeping in view the prevailing rules.
3. It is agreed that these workmen will not be entitled for any wages/allowances for intervening periods.
4. It is agreed that remaining two workmen namely, S/Shri Ramgopal Singh S/o, Roop Kishore and Dinesh S/o. Shri Bhouri Singh will also be reinstated with immediate effect.
5. It is agreed that these two workmen will also be given seniority of their past services i.e. initial engagement.
6. It is agreed that these two workmen will also not be entitled to any wages/allowances for intervening period and will move an application for withdrawal of their case I. D. No. 126/90 and 136/90 before CGIT/Kanpur keeping in view the above memorandum of settlement.

4. Thus in view of the above, the present reference is decided in terms of the settlement referred to above.

5. Reference is answered accordingly.

ARJAN DEV, Presiding Officer.  
[No. L-42012/166 89-D. II(B) (Pt.)]

का. आ. 2798 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार उत्तर रेलवे लाइन के प्रबन्धन के संबंध में निदेशों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-91 को प्राप्त हुआ था।

S.O. 2798.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Northern Railway, Lucknow and their workmen, which was received by the Central Government on 8-10-1991.

#### ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT PANDU  
NAGAR, KANPUR

INDUSTRIAL DISPUTE NO. 73 OF 1990.

In the matter of dispute between :

Assistant General Secretary, Uttar Railway Karamchari Union 39-II-J, Multistories Railway, Colony, Charbagh, Lucknow.

2767 GI/91—17

#### AND

Chief Works Manager, Loco Work Shop, Uttar Railway, Charbagh, Lucknow.

#### AWARD

1. The Central Government, Ministry of Labour, vide its Notification No. L-41011/36/89 I. R. (D. U.), dated 28-2-1990, has referred the following dispute for adjudication to this Tribunal :

"Whether the Chief Works Manager, Loco Workshop, Northern Railway, Lucknow was justified in terminating the services of Shri Gyan Chand and Ram Khilawan w.e.f. 13-12-1986 as Khallasi ? If not, to what relief the workmen were entitled to ?"

2. In the instant case the first date of the cross examination of the Union witness was 10-6-1991. Thereafter 20-8-1991 was fixed in the case but on both the occasions the case was adjourned as workman did not turn up. On 20-8-1991 the case was adjourned to 23-9-1991. Again on 23-9-1991 none appeared in the case from the side of the workman/Union. Shri B.P.S. Chauhan authorised representative for the management was also present on 23-9-1991. As such the case cannot be allowed to linger on in this way. It seems that neither the Union nor the workman is interested in prosecuting the case.

Therefore a no claim award is given in the case against the Union/workman.

Reference is answered accordingly.

ARJAN DEV, Presiding Officer  
[No. L-41011/36/89-I.R. (D.U.) (Pt.)]

का. आ. 2799 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार कैंट बोर्ड, मेरठ के प्रबन्धन में निदेशों और कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-91 को प्राप्त हुआ था।

S.O. 2799.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Cantt Board, Meerut and their workmen, which was received by the Central Government on 8th October, 1991.

#### ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 153 of 1990

In the matter of dispute between  
Shri Om Vir Singh,  
S/o Shri Risal,  
C/o Shri Shesh Dutt Sharma,  
270 New Mohan Puri, Meerut

#### AND

Cantt. Executive Officer,  
Cantt. Board, Meerut.

#### AWARD

1. The Central Government, Ministry of Labour, vide its notification no. L-13012/6/89/D-2(B) dated 10th July, 1990 has referred the following dispute for adjudication to this Tribunal :

Kya Cantonment Board Meerut ke prabandhtantra द्वारा Shri Om Vir putra Shri Risal ko digank 14-10-88 se sewa se nishkashit karna nyayochit hai? Yadi nahi to karamkar kis anutosh ka adhikari hai?

2. In the instant case 4th September, 1991 was fixed for filing of the affidavit evidence from the side of the workman. But neither the workman appeared nor sent any application. Earlier he has not filed rejoinder despite availing of 5 opportunities. It is thus appeared that the workman is not interested in prosecuting the case.

3. Therefore, in the circumstances of the case a no claim award is sent against the workman.

4. Reference is answered accordingly.

ARJAN DEV, Presiding Officer

[No. L-13012/6/89-D.II(B)(Pt.)]

का आ 2280.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार कानपुर टैलफोन्स के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-91 को प्राप्त हुआ था।

S.O. 2800.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Kanpur Telephones and their workmen, which was received by the Central Government on 8th October, 1991.

#### ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 65 of 1988

In the matter of dispute between :

The Secretary,  
Bhartiya Dak Tar Karamchhari Sangathan,  
Shastrinagar,  
Kanpur.

AND

Dy. General Manager (Administration),  
Kanpur Telephones,  
Westcott Building,  
Kanpur-208001.

#### AWARD

1. The Central Government, Ministry of Labour vide its notification no. L-40012/5/86-D.II(B) dated 10th May, 1988, has referred the following dispute for adjudication to this Tribunal :

"Whether the action of Dy. General Manager, Telephones Kanpur in non-payment of one increment and recovery of Rs. 2271.50 from Shri Jagannath, is justified? If not, to what relief the concerned workman is entitled to?"

2. The present case was fixed for disposal of application dated 7th November, 1990, on 23rd September, 1991. On 23rd September, 1991 Shri B. N. Agrawal, Secretary of the Union moved an application to the effect that since the punishment given by the management to the workman had been withdrawn as such the case may be decided accordingly, as there is left no dispute between the parties.

3. Therefore, in view of the above, a no claim award is given in the case.

ARJAN DEV, Presiding Officer

[No. L-40012/5/86-D.II(B)(Pt.)]

का. आ. 2281.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार आर्कि आर्लोजिकल सर्वे आर्क इण्डिया के प्रबन्धन के

के संबद्ध नियोजकों और उनके कर्मचारों के बीच अन्वय में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-91 को प्राप्त हुआ था।

S.O. 2801.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Archeological Survey of India and their workmen, which was received by the Central Government on 8-10-91.

#### ANNEXURE

BEFORE SHRI ARJAN DEV PRESIDING OFFICER  
CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL CUM LABOUR COURT PANDU  
NAGAR, KANPUR

Industrial Dispute No. 137 of 1989

In the matter of dispute between :—

Shri Bishambhar Singh  
Clo Shri Surender Singh  
2/236 Namnair  
Agra.

AND

The Director  
Archeological Survey of India  
22 Mall Agra Cantt.

#### AWARD

1. The Central Government, Ministry of Labour, vide its notification no. L-42012/14/88-D.II(B) dated 19-5-89, has referred the following dispute for adjudication to this Tribunal :—

Kya Purata'ated Visheshagya Adhikshak, Bhartiya Pura'ava Survekshan Agri Ki Shri Bishamber Singh ki sewaen 30-3-86 se Samapta Karne ki Karwahi nyayochit hai ?  
Yadi Nahi to Karamkar Kis anutosh ka Haqdar hai ?

2. The case of the workman in short is that he had worked under the management from 19-3-85 to 29-3-86 and when he demanded wages of the regular employee on the principle of Equal Pay for Equal Work, the management got annoyed and terminated his services illegally. In view of the Award in I.D. No. 198/83 given by the CGIT Kanpur he has also acquired the right of regularisation of his services as he had also worked for 240 days in a year. He has, therefore, prayed for his reinstatement with full back wages and interest on the amount of back wages.

3. The management plead that Shri Bishambhar Singh had worked as a Daily Wage Casual Labour in Secundra Sub Circle between 30-1-1984 to 30-3-86. He had worked for 302 days as per details given in para 5 of the written statement at page 17. Thereafter he left the job of his own will and never reported for duty.

4. In support of his case the workman has examined himself and one Shri Keshwal Singh and has also relied upon documentary evidence filed by him. The workman's evidence was closed on 4-12-90. On

8-2-91, the management filed the affidavit of Shri M C Sharma, and have also relied upon documentary evidence in support of their case.

5. On 12-8-91 and 16-8-91 application were received by post from both the sides. Both sides have also filed with their application the copy of settlement arrived at between the parties before ALC(C) Lucknow on 8-7-81. Whereas the representative for the workman has prayed for giving of award in terms of the settlement, the management have prayed for closing the case.

6. The terms of the settlement as given in the copy of settlement filed by the parties which read as under :—

1. It is agreed that S/Shri Pappu s/o Masih Charan, Surinder Singh S/o Sardar Singh, Bishambhar s/o of Bobu Ram, Bachoo Singh s/o Chhutan Singh and Kalyan Singh s/o Dhani Ram will be engaged as fresh casual labour within 30 days from the date they withdraw their cases ID from CGIT, Kanpur.

2. It is agreed that the I.D. No. 124/89, 81/89, 137/89, 80/89 and 120/89 in respect of above workers will be withdrawn by the representative of the union workmen from CGIT Kanpur within 30 days from the date of this settlement.

7. The reference made by the Central Government, Ministry of Labour is decided in the above terms.

ARJAN DEV, Presiding Officer  
[No. L-42012/14/88-D.II(B),Pt.)]

का. आ. 2802.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आर्कि आलोजिकल सर्वे आफ इण्डिया के प्रबन्धतल के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचपट को प्रकाशित करती है, है, को केन्द्रीय सरकार को 8-10-91 को प्राप्त हुआ था।

S.O. 2802.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Archeological Survey of India and their workmen, which was received by the Central Government on 8-10-91.

#### ANNEXURE

BEFORE SHRI ARJAN DEV PRESIDING  
OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,  
PANDU NAGAR, KANPUR.

INDUSTRIAL DISPUTE NO. 80/89

In the matter of dispute between :

Shri Bachhoo Singh C/o Shri Surender Singh  
2/236 Namnair, Agra :

And

The Director  
Archeological Survey of India  
22 Mall  
Agra Cantt.

#### AWARD

1. The Central Government, Ministry of Labour, vide its notification no. L-42012/13/88-D-II(B) dated 20-3-89, has referred the following dispute for adjudication to this Tribunal :—

Kya Puratatvavid Adhikshak, Bhartiya Pura-tava Sarvekshan, Agra ki Shri Bachhoo Singh ki Sewaien 1-8-86 se samapta karne ki karwai nyayochit hai ? Yadi Nahi to Karaunkar kis anutosh ku haqdar hai?

The case of the workman in short is that he had been in the employment of the management from 1-7-85 to 31-7-86. When he demanded wages of the post of regular employee on the principle of Equal pay for Equal Work, the management got annoyed and terminated his services illegally. In view of the Award in I.D. No. 198 of 1983, by the CGIT Kanpur, he has also acquired the right of regularisation of his services as he had also worked for 240 days in a year. He has, therefor, prayed for his reinstatement with full back wages and interest on the amount of back wages.

3. The management plead that Shri Bachhoo Singh had worked as a Daily Wage Casual Beldar in Agra Fort from 12-2-86 to 23-6-86 total about 98 1/2 days as per details given in para 5 of the written statement at page 17. He left the job w.e.f. 24-6-86 of his own will. He never served the management as Monument Attendant.

4. In support of his case,, the workman examined himself and filed documentary evidence. Documentary evidence has also been adduced by the management. The cross examination of Shri Bachhoo Singh workman was concluded on 4-12-90. Thereafter his authorised representative summoned from the management the seniority list. On 8-2-91 management filed evidence in support of their case. Thereafter a few dates were fixed for cross examination of the management witness, the last being 28-8-91.

5. On 12-8-91 and 16-8-91 applications were received by post from both the sides. Both sides have also filed with their applications the copy of settlement arrived at between the parties before ALC(C) Lucknow on 8-7-91. Whereas the representative for the workman has prayed for giving of award in terms of the settlement, the management have prayed for closing the case.

6. The terms of the settlement are given in the copy of settlement filed by the parties which read as under :—

1. It is agreed that S/Shri Pappu S/o Masih Charan, Surinder Singh S/o Sardar Singh, Bishambhar S/o Babu Ram, Bachoo Singh S/o Chhutan Singh and Kalyan Singh S/o Dhani Ram will be engaged as fresh casual labour within 30 days from the date they withdraw their cases I.D. from CGIT Kanpur.

2. It is agreed that the I.D. No. 124/89, 81/89, 137/89, 80/89, and 120/89 in respect of above workers will be withdrawn by the representative of the Union workmen from CGIT, Kanpur within 30 days from the date of this settlement.

7. The reference made by the Central Government, Ministry of Labour is decided in the above terms.

ARJAN DEV, Presiding Officer  
(No. L-42012/13/88-D.II(B)(Pt.))

का. आ. 2803 औद्योगिक विवाद अधिनियम, 1947 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आर्थिकमालोचकल सर्वे आफ इण्डिया के प्रबन्ध-तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचशत को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-91 को प्राप्त हुआ था।

S.O. 2803.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Archeological Survey of India and their workmen, which was received by the Central Government on 8-10-91.

#### ANNEXURE

BEFORE SHRI ARJAN DEV PRESIDING  
OFFICER CENTRAL GOVERNMENT INDUS-  
TRIAL TRIBUNAL PANDU NAGAR DEOKI  
PLACE ROAD, KANPUR

Industrial Dispute No. 120 of 1989

In the matter of dispute between  
Shri Kalyan Singh  
C/o Sh. Surendra Singh,  
20336 Namnair Agra.

And  
The Director,  
Archeological Survey of India,  
22-Mall Agra.

#### AWARD

1. The Central Government Ministry of Labour vide its notification no. L-42012/12/88-D-2(B) dt. 19-5-89, has referred the following dispute for adjudication to this Tribunal :—

Kya Bhartiya Puratva Sarvekshan Agra ke Adhikshak Puraatva ki Shri Kalyan Singh ki Sewaein 31-10-85 se samapt karne ki karwai nyayochit hai ? Yadi Nahi to karamkar kis anutosh ka haqdar hai ?

2. The workman's case in brief is that he had been a daily rated casual labour since 1971. When he made a demand for payment of minimum wages and for regularisation of his services, his services

were terminated w.e.f. 31-10-85. He alleges that by virtue of the award given by CGIT Kanpur in I.D. No. 198 of 85, such workers as were appointed alongwith him and those who were appointed after him have been made permanent by the management. The management did not follow the principle of Last Come First Go. He has, therefore, prayed for his reinstatement with back wages and interest.

3. The common plea raised by the management are that the Department of Archeological Survey of India is not an Industry nor the person raising the industrial dispute is a workman under the provisions of I.D. Act. Shri Kalyan Singh was only a daily rated casual labour who was employed for short duration of less than a month and he had been paid wages at the rates fixed from time to time under the Minimum Wages Act by Government of India. The management engages periodically as and when required, daily wage casual labour purely to carry out jobs for keeping the surroundings of the monuments clean and tidy. Undertaking of such jobs are subject to availability of grants by the Government.

4. The casual labour are not recruited through Employment Exchange nor they are issued any appointment letters. They came for the job voluntarily and leave the job at their will or when the assignment is completed. Against the award given by CGIT cum LC Kanpur, in I.D. No. 198 of 1983, the management have filed a Writ Petition in the Hon'ble High Court of Allahabad and the same is still pending.

5. The industrial dispute was raised before ALC(C) by Shri Kalyan Singh and 4 others. During the Conciliation Proceedings, it was agreed that the management would re-engage them and as a result of the agreement they were directed to report for taking up job before 4-2-87, but none turned up for taking up jobs on daily wages. As per records available with the management Shri Kalyan Singh had not been in the employment as a daily wage casual labour for the last 10 years at Secundra Sub-Circle of Agra Circle. Thus, Shri Kalyan Singh has no case at all.

6. In support of his case, the applicant examined himself and Shri Kesh Pal Singh and filed documentary evidence. Thereafter the management filed the affidavit of Shri Gulab Singh on 8-2-91. After the filing of the affidavit by the management witness 28-2-91, 20-3-91, 17-5-91, 16.7.91 and 10.9.91 were fixed as dates for cross examination of the management witness.

7. However before the said date applications were received both from the side of Shri Kalyan Singh and the management, from the side of the management on 12-8-91 and from the side of Shri Kalyan Singh on 16-8-91. With both the applications are annexed copies of settlement arrived at between the parties before ALC(C) Lucknow on 8-7-91. Whereas Shri Surendra Singh the authorised representative for the workman Shri Kalyan Singh has prayed for giving award in the case in terms of the settlement, the management have prayed for closing the case.

8. The main term of the settlement is that Shri Kalyan Singh will be engaged as a fresh casual labour



within 30 days from the date he withdraws the I.D. Case from C.G.I.T. Kanpur. The settlement also covers 4 others persons, whose I.D. Cases are also pending in the Tribunal. It therefore follows that there remains no dispute between the parties and that as per terms of the settlement Shri Kalyan Singh will be engaged as fresh casual labour within 30 days from the date of withdrawal of the case.

9. On 28-8-91, Shri Surendra Singh who was present in other cases orally prayed that in view of the settlement the award may be given in its terms. The prayer appears to be reasonable. Giving of award in terms of the settlement virtually amounts to closing of case.

10. The terms of settlement as given in the copy of settlement filed by the parties read as under :—

1. It is agreed that S/Shri Pappu s/o Masih Charan, Surinder Singh s/o Sardar Singh, Bishambhar s/o Baboo Ram, Bachho Singh s/o Chhutan Singh and Kalyan Singh s/o Dhani Ram will be engaged as fresh casual labour within 30 days from the date they withdraw their cases I.D. from CGIT Kanpur.

2. It is agreed that the ID No. 124/89, 81/89, 137/89, 80/89 and 120/89 in respect of above workers respectively will be withdrawn by the representative of the Union workmen from CGIT Kanpur within 30 days from the date of this settlement.

11. The reference made by the Central Government Ministry of Labour is decided in the above terms.

ARJAN DEV, Presiding Officer  
[No. L-42012/12/88-D-II(B) (Ptd.)]

का. आ. 2804—औद्योगिक विवाद अधिनियम, 1947 (1947 का 34) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आकस्मिकीय सर्वे आफ इण्डिया के प्रबन्धतंत्र के संबंध निषेजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-10-91 को प्राप्त हुआ था।

S.O. 2804.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Archaeological Survey of India and their workmen, which was received by the Central Government on 8-10-91.

#### ANNEXURE

BEFORE SHRI ARJAN DEV PRESIDING  
OFFICER CENTRAL GOVERNMENT INDUS-  
TRIAL TRIBUNAL-CUM-LABOUR COURT,  
PANDU NAGAR, KANPUR

Industrial Dispute No. 81 of 1989

In the matter of dispute between :

Shri Surinder Singh,  
C/o Sh Surendra Singh,  
2/236 Namneir,  
Agra.

AND

The Director,  
Archaeological Survey of India,  
22 Mall, Agra.

#### AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-42012/11/88-D-II B dt. 20-3-89 has referred the following dispute for adjudication to this Tribunal :—

Kya Puratatva Visheshagya Adhikshak, Bhartiya Puratatva Vibhag Sarveshan Agra ki Shri Surinder Singh ki sewaen 1-11-86 se samapta Karne ki karwai nyawochit hai ?  
Yadi Nahi, to karamkar kis anutosh ka haqdar hai ?

2. The case of the workman in short is that he had been in the employment of the management from 31-1-84 to 31-10-86. When he demanded wages of the regular employee on the principal of Equal Pay for Equal Work, the management got annoyed and terminated his services illegally. In view of the Award in I.D. No. 198 of 1983 by the CGIT Kanpur he has also acquired the right of regularisation of his services as he had also worked for 240 days in a year. He has, therefore, prayed for his reinstatement with full back wages and interest on the amount of back wages.

3. The management pleaded that Shri Surinder Singh had worked as a daily wage casual Balidar in Secundra Sub-Circle between 30-1-84 and 22-10-86, intermittently on 11 occasions. He had worked for 211½ days during the said period. He left the job w.e.f. 19-10-86 of his own will. He never served the management as Monument Attendant.

4. In support of his case the workman examined himself and filed documentary evidence. Documentary evidence has also been adduced by the management. The cross examination of Shri Surinder Singh, workman, was concluded on 6-4-90. Thereafter Shri Surendra Singh the authorised representative for the workman summoned from the management the seniority list. On 8-2-91 the management filed evidence in support of their case. Thereafter a few dates were fixed for cross examination of the management witness, the last being 28-8-91.

5. On 12-8-91 and 18-8-91 applications were received by post from both the sides. Both sides have also filed with the application the copy of settlement arrived at between the parties before ALC(C) Lucknow on 8-7-91. Whereas the representative for the workman has prayed for giving of award in terms of the settlement, the management have prayed for closing the case.

6. The terms of the settlement are given in the copy of settlement filed by the parties which read as under :—

1. It is agreed that S/Shri Pappu s/o Masin Charan, Surinder Singh s/o Sardar Singh,

Bishambhar s/o of Babu Ram, Bachoo Singh s/o Chhutan Singh and Kalyan Singh s/o Dhani Ram will be engaged as fresh casual labour within 30 days from the date they withdraw their cases I.D. From CGIT Kanpur.

2. It is agreed that the I.D. No. 124/89, 81/89, 137/89, 80/89, and 120/89 in respect of above workers will be withdrawn by the representative of the Union workman from CGIT Kanpur within 30 days from the date of this settlement.

7. The reference made by the Central Government, Ministry of Labour is decided in the above terms.

ARJAN DEV, Presiding Officer  
[No. I-42012/11/88-D-II(B) (pt)]

का.प्र. 2805.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय पुरातत्व सर्वेक्षण आगरा के प्रबन्धन संस्थान निरोजको और के कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक, अधिकरण, कानपुर के पंचपट को प्रकाशित करता है, जो केन्द्रीय सरकार को 8-10-91 को प्राप्त हुआ था।

S.O. 2805.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bhartiya Puratava Sarvekshan and their workmen, which was received by the Central Government on 8-10-91.

#### ANNEXURE

BEFORE SHRI ARJAN DEV PRESIDING OFFICER  
CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL CUM LABOUR COURT PANDU  
NAGAR, KANPUR

Industrial Dispute No. 124 of 1989

In the matter of dispute between :

Shri Pappu,  
C/o Shri Surendra Singh,  
2/236,  
Namneir Agra.

AND

The Director,  
Bhartiya Puratava Sarvekshan  
22, The Mall,  
Agra.

#### AWARD

1. The Central Government, Ministry of Labour, vide its notification No. D42012/10/88-D, II(B) dated 22-5-89, has referred the following dispute for adjudication to this Tribunal:—

Kya Adhikshak Puratava Bhartiya Puratatviva Sarvekshan, Agra ki Sh. Pappu ki 1-11-86 se sewaen samapta karne ki karwai nyayo-

chit hai ? Yadi nahi to karamkar kis anu-tosh ka haqdar hai ?

2. The workman's case is that he had been in the employment of the management from 1-2-86 to 31-10-86 when he demanded wages of the regular employee on the principle of Equal Pay for Equal Work, the management got annoyed and terminated the services of the workman illegally. In view of the Award in I.D. No. 198 of 1983 by he CGIT Kanpur he has also acquired the right of regularisation of his services as he had also worked for 240 days in a year. He has, therefore, prayed for his reinstatement with full back wages and interest on the amount, of back wages.

3. The management pleaded that Shri Pappu Singh had worked as a daily wage casual Beldar in Secundra Sub Circle between 4-3-86 to 31-8-86 intermittently. He had worked for 153 days during the said period. The workman had left the job of his own will. He never served the management as Monument Attendant.

4. In support of his case the workman examined him self and filed documentary evidence. Documentary evidence has also been adduced by the management. The cross examination of the workman was concluded on 4-12-90, thereafter Sh. Surender Singh the authorised representative for the workman summoned from the management the seniority list. On 8-2-91 the management filed evidence in support of their case. Thereafter a few dates were fixed for cross examination of the management witness, the last date being 16-7-91.

5. On 12-8-91 and 16-8-91 applications were received by post from both the sides. Both sides have also filed with the application the copy of settlement arrived at between the parties before ALC(C) Lucknow on 8-7-91. Whereas the representative for the workman has prayed for giving of award in terms of the settlement, the management have prayed for closing the case.

6. The terms of the settlement are given in the copy of settlement filed by the parties which reads as under:—

1. It is agreed that S/Shri Pappu s/o Masih Charan, Surinder Singh s/o Sardar Singh, Bishambhar s/o Sh Babu Ram, Bachoo Singh s/o Chhutan Singh and Kalyan Singh s/o Dhani Ram will be engaged as fresh casual labour within 30 days from the date they withdraw their cases I.D. from CGIT, Kanpur.
2. It is agreed that the I.D. No. 124/89, 81/89, 137/89, 80/89 and 120/89 in respect of above workers will be withdrawn by the representative of the Union/workmen from CGIT Kanpur within 30 days from the date of this settlement.

7. The reference made by the Central Government Ministry of Labour is decided in the above terms.

ARJAN DEV, Presiding Officer  
[No. 42012/10/88-D-II(B) (Pt)]

नई दिल्ली, 10 अक्टूबर, 1991

का.धा. 2806.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उक्त अधिनियम का धारा 33क के अन्तर्गत दक्षिण रेलवे मद्रास के प्रबन्धन के विरुद्ध श्री टि. सी. गोविन्दस्वामी द्वारा, दायर एक प्रार्थना पत्र के संबंध में औद्योगिक अधिकरण कोलम के पंचपट को प्रकाशित करता है, जो कि केन्द्रीय सरकार की 8-10-91 को प्राप्त हुआ।

New Delhi, the 10th October, 1991

S.O. 2806.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Industrial Tribunal, Kollam in respect of a complaint u/s 33A of the said Act filed by Sri T. C. Govindaswamy against the management of Southern Railway, Madras which was received by the Central Government on 7-10-91.

#### ANNEXURE

#### IN THE COURT OF THE INDUSTRIAL TRIBUNAL, KOLLAM

(Dated, this the 16th day of September, 1991)

#### PRESENT :

Shri N. C. Sasidharan..  
Industrial Tribunal

In

Industrial Dispute No. 77/90

#### BETWEEN

Sri T. C. Govindaswamy. (Ex. Asstt. Stationmaster, Haveri R. S. Mysore Division),

Thoppu Parambll House, Mannuthy P.O., Trichur District, Kerala State.

(By Sri P. Sivan Pillai, Jt. Secretary General (AISMA) Sreeshylam, Moncompu, Alleppey).

#### AND

(1)

The General Manager, Southern Railway, Madras-3.

(2)

The Divisional Railway Manager, Southern Railway, Mysore.

(3)

The Chief Operating Superintendent, Head Quarters Office, Southern Railway, Madras-3.

(By Sri M. R. Thankappan, Advocate, Kollam).

#### AWARD

This industrial dispute arose out of a complaint filed under Sec. 33-A of the Industrial Disputes Act, 1947 ('the Act' for short) by the complainant Sri T. C. Govindaswamy alleging contravention of the provision of Sec. 33 of the Act by the opposite parties during the pendency of I.D. 65/84 before Central Industrial Tribunal Madras (CIT for short) stating that the complainant is a workman concerned in the dispute.

2. This complainant was originally filed before CIT where it was registered as complaint No. 13/89. Subsequently as per the order of the Government of India this complaint was transferred to this Tribunal. Accordingly it was registered here as I.D. 77/90 and that is how this matter is now before this Tribunal.

3. The facts in brief in the complaint are as below : It is stated that the opposite parties has been guilty of contravention of the provision of Sec. 33 of the Act. The complainant was an Asstt. Stationmaster in pay scale of Rs. 1400-2300 at Haveri Railway Station of Mysore Division. He is and was an active member and office bearer of the All India Stationmasters Association ('the Assan.' for short) which is a party in the pending proceedings in I.D. 65/84 before CIT. The complainant is therefore a workman concerned in the above dispute. By order dated 19-4-1988 the second management removed the complainant from service with effect from 5-5-1988, I.D. 65/84 is still pending before CIT. The complainant challenged the order of removal before Central Administrative Tribunal ('CAT' for short) which was dismissed for filing appeal before the appellate authority. The complainant had filed an appeal to the third opposite party and the appellate authority confirmed the penalty for removal from service. The complainant was not paid one month wages at the time of removal from service nor the opposite parties made any application before CIT for approval of the action. Thus the opposite parties contravened the provisions of Sec. 33(2)(b) of the Act.

4. The further case of the complainant is that the Association is not recognised by the management and the management was suppressing the trade union activities of the association. The opposite parties consistently suppressed activities of the complaint in the association. The complainant was kept under suspension and charge memos were issued to him several times alleging cooked up allegations. Criminal case on false allegations was also filed against him. By keeping him under suspension for long time his promotion was delayed. As the Divisional Secretary of the association he protested against certain actions of management and he was issued with major penalty charge memo on cooked up allegations. His promotion originally due in 1981 was given only in 1983. Unable to restrain legitimate trade union activities of the complainant, he was finally transferred from Thiruchirappally Division to Mysore Division. In the year 1983 he complainant organised indefinite fast before the Divisional Office Mysore. In 1984 he was elected as general secretary for Southern Railway Zone.

In that capacity he has organised several agitations. He was again charge sheeted with several penalty proceedings on foisted and cooked up allegations. In August 1985 the Divisional authorities withdrew the power of sanction of leave from stationmasters and retained the same with divisional officers. It was malafide and resulted in unold miseries and hardship to staff including Asstt. Stationmasters. The revised system envisaged total abuse of power. Requirement of leave to be phoned through control phone and sanc-

tion was communicated through phone orally followed by a confirmation letter later. There was no documentary evidence to show the sanction of leave at the time it was availed. The confirmation copies were normally not sent. The association raised strong protest against this. Though the association attempted to have negotiated settlement it failed due to the adamant attitude of managements. The complainant has orally on 2-4-1986 applied for ten days compensatory off to be availed from 5-5-1986. Though the grant of such leave was mandatory, no reply was given to him. Hence he applied for one day Casual Leave on 6-5-1986 which was sanctioned. He has submitted another letter for leave for five days Casual Leave since he could not return to duty due to circumstances created by the Railway authorities. Since his condition deteriorated he was hospitalised and applied for leave upto 15-5-1986. He returned duty on 16-5-1986 and found that leave was marked in the muster roll indicating its sanction. But by a memorandum of charge dated 26-5-1986 alleged that the complainant absented himself from duty unauthorisedly from 6-5-1986 to 15-5-1986 without getting proper sanction of leave. The muster roll was the only document cited in the charge memo no witnesses were cited. The charge memo was issued by the Divisional Operating Superintendent. The request of the complainant to have access to certain documents including the message set through control phone for grant of leave was not heeded to. None of the documents was given to him and he could not submit defence statement.

5. It is further stated that without waiting for the statement of defence one Sri B. S. S. Rao was appointed as the enquiry officer to enquire into the charges levelled against the complainant. The enquiry officer asked the complainant to submit the explanation. An explanation at that stage was not warranted, particularly when access to documents was not given to him. A preliminary enquiry was held on 16-7-1987 and asked by the enquiry officer the complainant submitted a list of witness and documents. On 14-5-1987 the disciplinary authority appointed Sri Aswaha Narayana Rao as presenting officer. On 11-12-1987 the complainant received a notice for enquiry from Sri R. N. Rathana. The change of enquiry officer was not intimated to the complainant through the complainant requested that the enquiry be held by an officer outside Mysore Division. The disciplinary authority overruled his request overruling the allegation of bias against the officers of Mysore Division. The Divisional Railway Manager usurped the position of disciplinary authority and appointed a third enquiry officer Sri A. N. Seshadri. Sri Seshadri conducted the enquiry. No witness was examined nor any document produced in the enquiry. The complainant was straight away questioned by the enquiry officer and close the enquiry. The complainant submitted the statement of defence and waited for adducing defence evidence. But the Divisional Manager assumed the role of both reviewing and disciplinary authority issued a penalty advice removing the complainant from service. The appeal filed by the complainant was also dismissed. The whole disciplinary proceedings and the order imposing penalty and appellate order were actuated by malafides, unfair labour practice and victimisation for legitimate trade union activities. This

is unconstitutional and opposed to the mandatory principles of natural justice and therefore liable to be set aside. The procedure adopted by the Divisional Managers the appellate authority was ultravires. The Railway Servants Discipline and Appeal Rules, 1968 ('the Rules' for short). The order imposing penalty and appellate order were without jurisdiction. Neither the Divisional Operating Superintendent nor the Divisional Railway Manager or the Chief Operating Superintendent was appointing authority. The orders appointing the enquiry officer was without jurisdiction and illegal. The enquiry proceedings was unsustainable. The Divisional authorities as a whole was biased against the complainant since his trade union activities had a direct bearing on the atrocities and failures of these officers. He was denied with reasonable opportunity in defending his case in the enquiry. Materials relied upon by the enquiry officer and appellate authority were not shown to the complainant. The enquiry officer assumed the role of prosecutor, imputed his personal knowledge, put leading questions and held private enquiries without affording opportunity to rebut the same to the complainant. The findings of the enquiry officer was preverse and not based on any evidence. The appellate order was not a speaking one. The penalty of removal of service was disproportionate and discriminatory. The complainant was not given one month wages at the time of removal. The prayer is for quashing the whole proceedings and for reinstatement in service with all benefits.

6. The case pleaded by the management is briefly as below. The complainant is not maintainable either in law or on facts. The complainant was working as Asstt. Stationmaster in Mysore Division and therefore CIT has no territorial jurisdiction to entertain this complaint. The complainant was removed from service for his unauthorised absence. The appellate authority confirmed the order which was not challenged. The present complaint is not connected with I.D. 65/84 which was filed by the association which is not a recognised association. The case does not fall within the purview of the Act. Hence there was no question of giving him one month wages at the time of his removal. The management deny the allegation of complainant that several minor penalty cases were instituted against him. In order to ensure the smooth running of train service was not affected by agitation the Administration had to impose temporary ban on the exercise of power by supervisory officials in sanctioning their leave to the staff. There was no malafide intention in this. Genuine cases were considered by the higher authorities of the Division. The approval of grant of leave was reported back to the control station through control phone followed by written confirmation. The other allegations are not true. No application for sanctioning ten days compensatory rest from 5-5-1986 was received from the complainant. His request for one day compensatory rest through control phone was not sanctioned. The request for five days Casual Leave through control phone on 8-5-1986 was not sanctioned. The complainant remained unauthorisedly absent from 5-5-1986. It was upto the complainant to ascertain and get the sanction before availing leave. He made an application for and availed the same without sanction. As he did not perform any duty from 6-5-1986 to 16-5-1986 and there was no specific sanction of leave for the said period it was unauthorised.

ed absence. For this misconduct he was charged with a memo of major penalty by the competent authority i.e. Divisional Operating Superintendent Mysore. Enquiry officer dispensed the presenting officer as the charge levelled was only unauthorised absence and presenting officers are appointed only in S.P.E. and theft cases. The complainant during the enquiry expressed bias against the enquiry officer Shri N. Vathan. The reviewing authority i.e. Divisional Railway Manager appointed Sri A. N. Sheshadri as the enquiry officer. Consequent on the appointment of enquiry officer the Divisional Railway Manager became the disciplinary authority. As no witness had been cited in the charge memo there was no occasion for examination of any witness. The charge was proposed to be sustained on the documents i.e. the Muster for the relevant period. The complainant had been given opportunity to inspect the Muster. No other document was cited. The complainant was permitted to file his defence statement and on considering the proceedings and report of the enquiry officer the disciplinary authority imposed the penalty of removal.

7. Further case of management is that the disciplinary proceedings and imposition of penalty are not unfair or malafide. The request of the complainant for personal hearing was granted by the appellate authority. The penalty is imposed only for the misconduct and not for his trade union activity. The complainant was appointed initially by a Senior Skilled Officer and promoted to the present grade by Divisional Operating Superintendent. As per the schedule of powers appointing authority or higher authority is delegated with the power to impose penalty for removal from service. The Divisional Railway Manager being a higher authority is competent to impose the same. Since the workman failed to submit his reply to charge memo within ten days the disciplinary authority appointed the enquiry officer. The enquiry officer was appointed by a competent authority. The Divisional Railway Manager was within his jurisdiction to deal with the application of the complainant on the point of bias and appoint a fresh enquiry officer. The Divisional Railway Manager was not biased against the complainant as alleged. The petitioner was given ample opportunity to defend his case. The findings of the enquiry officer are not perverse and based on documents and evidence on record. The order of the appellate authority is a speaking order. There is no provision to make available the report of the enquiry officer to charged employee before imposition of penalty. There is no provision under Discipline and Appeal Rules to give one month's wages as he was removed from service for misconducts. The penalty is not disproportionate and discriminatory. The penalty is not disproportionate and discriminatory. The and the penalty was commensurate with the offence committed.

8. The complainant has filed a counter disputing written statement of management and reaffirming the contentions advanced by him in the original complaint.

9. The complainant has given evidence as WW1 and Exts W1 to W15 have been marked on his side. The managements have not adduced any evidence.

10. The managements have raised two preliminary objections. The first one is that the complaint is

not maintainable since the complainant is not a workman as defined under the Act. Further contention is that the association is not recognised one and therefore incompetent to raise a dispute under the Act. The contention raised by the opposite parties in their written statement regarding territorial jurisdiction of CIT to adjudicate this matter was not seen pressed at any stage of this case.

11. No provision of law has been pointed out to show that non recognised association is incompetent to raise a dispute under the Act as contended by the opposite parties. The opposite parties have a contention that the complainant is not a workman as defined under Sec. 2(s) of the Act and comes under exemption IV of Sec. 2(s) being employed in a supervisory capacity and drawing wages exceeding Rs. 1,600 PM and discharging mainly of managerial functions. It is true that the workman was drawing a basic of Rs. 1,600 and DA. But the nature of duties performed by him has not been established by the opposite parties to satisfy the condition as per sub clause IV of Sec. 2(s) that the workman was employed in supervisory or managerial capacity. The workman has given evidence to effect that he was working as Asstt. Stationmaster (A.S.M.) and doing collection and issue of tickets train passing duties, maintenance of registers and connected files, booking and delivery of passes etc. directly. Further, he had no control or disciplinary control over other staff. As per Sub Rule 2 of Rule 5 of the Railway Servants (Hours of Employment) Rules, 1961, the Government may by order in writing specify the Railway Servants or clauses of Railway Servants who shall be treated as supervisory staff and who is employed on duties mainly of a supervisory character etc. The definite case of the workman is that in the list published by the Government under Rule 5 mentioned above Stationmaster or Asstt. Stationmaster is not at all included. The management has not proved otherwise by producing the Government order in this regard. As pointed out by the Supreme Court in paragraph 9 of the judgment in East India Coal Company Vs. Ramaswar (1968 LIC 197) the burden to prove that the workman fall within the exemption under Sec. 2(s) of the Act is clearly on the management since the workman was admittedly working under the management. In the case before me the management failed to prove that position. In this state of affairs it cannot be said that the complainant was doing any supervisory or managerial functions to exempt him under Sub Clause IV of Sec. 2(s) of the Act. It cannot therefore be said that the complainant is not a workman as defined in the Act as contended by the opposite parties.

12. The second objection of the opposite parties is that I.D. 65/89 is not at all in any way connected with the complaint now pending before this Tribunal. In I. D. 65/89 the issue involved is payment of uniform allowance and that has no relation with the complaint here. It is further contended that the complainant being not a member of the Association which is the party in I. D. 65/89 this complainant not connected with the above dispute. The workman has deposed before this Tribunal that he was and is a member of the Association and also an office bearer and in that capacity he has submitted several memorandum to the opposite parties.

according to him he is at present the general secretary of the Association and that the award passed in I. D. 65/84 would have been binding on him had he not been removed from service. The statement of this workman remains uncontroverted. The contention that the complaint is an individual item of grievance where as the issue adjudicated in I. D. 65/89 is not an individual complaint, is also without force because the question to be considered is whether the complainant is concerned with the dispute and whether the award to be passed in that dispute would be binding on him. Further admittedly the Association is the contesting union in I. D. 65/89 and the dispute has been raised on behalf of the stationmasters. An award in that dispute would be binding on all Stationmasters. So the contention that dispute in I. D. 65/89 and the present complaint have no connection is devoid of merit. This view is devoid of merit. This view is supported by a decision of the Supreme Court in *New India Motors Pvt. Ltd. Vs. K.T. Morris* (AIR 1960 S. C. 875). The Supreme Court in that decision while considering the question "workman concerned in such dispute" under Sec. 33 1(a) and 33(A) of the Act has observed thus in paragraph 10:—

"Therefore, we are not prepared to hold that the expression "workmen concerned in such dispute" can be limited only to such of the workmen who are directly concerned with the dispute in question. In our opinion, that expression includes all workmen on whose behalf the dispute has been raised as well as those who would be bound by the award which may be made in the said dispute."

In the light of the above observation of Supreme Court and the discussion made above the contention raised by the management is unsustainable.

13. Now I shall pass on to the merits. The first point of dispute is that the order of removal of the complainant from service was not by the competent authority. According to the complainant the penalty have been imposed by the Divisional Railway Manager who was the appellate authority at that time. The disciplinary proceedings was initiated by the Divisional Operating Superintendent and he initially appointed the enquiry officer. But the Divisional Railway Manager usurped the office of both the disciplinary authority and reviewing authority simultaneously appointing the enquiry officer of his choice and imposed the penalty of removal. This according to the complainant is ultrawires of the Rules. The order imposing the penalty is without jurisdiction and unconstitutional according to the complainant. But according to the managements the Divisional Railway Manager being a higher authority is competent to issue the order of penalty. According to the managements the complainant was appointed by a Senior Scale Officer and promoted to the present grade by Divisional Operating Superintendent. The further contention is that as per the schedule of powers an appointing authority or higher authority is competent to impose penalty of removal. No records have been produced by either side to show the appointing authority of the complainant for the purpose of

imposing penalty of removal. The initial appointment order is also not produced. There is also nothing to show that the complainant was promoted by the Divisional Operating Superintendent and thereby he became the appointing authority. In a such case as per rule 2 of the Rules the general manager should be treated as the appointing authority for the purpose of imposing penalty of removal. It is also laid down under rule 2 that it is procedurally wrong for an authority to initiate and finalise disciplinary proceedings against an employee who is not under his administrative control. The Divisional Manager who passed the impugned order was not the competent authority to pass that order at that time. The disciplinary proceedings were initiated by the Divisional Operating Superintendent and he initially appointed the enquiry officer and presenting officer. But later the Divisional Railway Manager usurped the jurisdiction without the authority of law and passed the impugned order. The order and the whole proceedings are therefore ultrawires the Rules and without jurisdiction and unconstitutional.

14. The complainant has a contention that because of the order of retirement by incompetent authority by usurping power of disciplinary authority the complainant was prejudiced and the order is therefore illegal. Reliance was placed on two decisions in support of this argument. The first one is the decision of Andhra Pradesh High Court in *T. Sathiraju Vs. Andhra Pradesh* (1972) LAB I. C. 1061. In that case an Asstt. Engineer was suspended from service by Government while the competent authority is the Chief Engineer. In that case the appellate authority was the Government and therefore the court said that the petitioner was not only prejudiced but actually deprived of his right of appeal on account of the order of suspension being passed by the State Government against to which no appeal lies. This decision has no bearing to the facts of the instant case in which the order of retirement was not passed by the appellate authority which is evident from Ext. W-14 appeal filed by the complainant before the Chief Operating Superintendent. The next authority relied on by the complainant is the decision of Supreme Court in *State of Punjab Vs. Harikrishnan* (AIR 66 SC. 1081) In that case the question involved was issue of licence under the Punjab Cinemas (Regulations Act). As per that Act application for licence has to be considered by licensing authority and not the State Government. But the State Government assumed jurisdiction which has been conferred on the licensing authority. The Government thereby converted itself into the original authority itself while an appeal lies to the State Government by a person who is aggrieved by the rejection his application for a licence by the licensing authority. This decision also according to me has no application here since the appellate authority has not passed the impugned order. The above contention is therefore unsustainable.

15. The third point of attack is that the Divisional Railway Manager was not the disciplinary authority and he had no power to appoint a third enquiry officer to enquire into the charges. As I have held earlier the Divisional Railway Manager usurped the power of the disciplinary authority and appointed a third enquiry officer. That is invalid and without

authority of law. The third enquiry officer who inquired into the charges was not competent inquire into the charges. Thus enquiry conducted by the enquiry officer is vitiated.

16. The fourth point of attack is that the request of the complainant to appoint an enquiry officer outside the Mysore Division as all the officers in the Mysore Division are biased against him was rejected by the Divisional Railway Manager who was not the reviewing authority. The allegations of the complainant is that the Divisional authority as a whole was biased against him since his trade union activities had a direct bearing on the atrocities and failures of these officers. This allegation is not established by adducing any evidence. It is difficult to believe that the Divisional authority as a whole was biased against the complainant as alleged by him. If such an allegation is entertained it will be impossible to appoint enquiry officers. There is nothing wrong in the rejection of such a request of the complainant. However, on the request of the complainant the then enquiry officer was changed and it was intimated to him. In these circumstances this contention is devoid of merit.

17. The fifth point of attack is that the appointment of the enquiry officer was without jurisdiction and the enquiry conducted by him is invalid and illegal. In support of this argument it is pointed out that the orders appointing the enquiry officer was issued prior to the statement of defence by the complainant and the consideration of the same by the disciplinary authority. Ext. W1 is the charge memo issued to the complainant on 26-5-1986. It was specifically directed the complainant in the charge memo to file his statement of defence within ten days if the receipt of Ext. W1. The complainant has no case that he had not received Ext. W1 within the stipulated time limit. He has filed Ext. W2 reply requesting for permission to peruse certain records only on 20-7-1986. He had not submitted his explanation or made request for perusal of records within the time limit fixed in Ext. W1 charge memo. There is no explanation also for not doing so. Therefore the present contention that the appointment of the enquiry officer was issued without jurisdiction and illegal is unsustainable on the ground urged above. That being the case the decision of the Orissa High Court in Nilamadhab Sahu V. Registrar Co-operative Societies (1987 LAB I.C. 1503) is not applicable.

18. The sixth point of attack is the enquiry held was unconstitutional, violative of the principles of natural justice and vitiated. It was contended that the complainant was denied reasonable opportunity in defending his case. According to the complainant he was denied access to documents in possession of the disciplinary authority without assigning reason and at the same time those documents were relied upon by the enquiry officer behind the back of the workmen. As per Ext. W6 letter submitted to the enquiry officer by the complainant he has requested certain documents and witness to be made available. But those documents were never made available in the enquiry. The witnesses were also not summoned. It is true that the enquiry officer has stated in the report that the witnesses and the documents relied upon by the complainant was not necessary in the

nature of the misconduct. But the workman specifically stated in his request that those documents and witnesses were required to defend his case. So the non production of the documents and the non-summoning of those witness definitely affected the workman in defending his case particularly in the nature of the contention that he had applied for leave which was sanctioned. To prove those aspects the workman requested for the above documents and the witnesses. Much prejudice has been caused to the complainant due to the above action of enquiry officer. Non production of these documents and the no examination of the witness therefore clearly vitiates the enquiry proceedings. It was further contended that the complainant was not afforded opportunity to adduce evidence after filing a statement in the enquiry. It is evident from the enquiry proceedings that after questioning the complainant on the basis of the documentary evidence on the side of the opposite parties the enquiry officer has not afforded opportunity to the complainant to adduce evidence. It is quite illegal and violative of the principles of natural justice. The decision relied on by the complainant in Kamallesh Chandra Sanyal V. Union of India and others of the Central Administrative Tribunal (Calcutta Branch) reported in 1988 (1)CAT 477 S.L.J. in support of the argument that the enquiry is vitiated is not fully applicable here since the facts are not similar. However, the observation made in paragraph 5 of the judgment that non affording opportunity to the delinquent to state his case vitiated the enquiry. To that extent this decision is applicable here. It is also noteworthy that the salary bill register referred by the enquiry officer for his conclusion was also not made available to the complainant. The enquiry officer has referred the salary bill register behind the back of the workmen and thereby he was denied reasonable opportunity to defend his case. That also shows that the enquiry officer has made private enquiries and imparted his personal knowledge. This also is highly illegal and vitiated the enquiry.

19. The seventh point of argument advanced on behalf of the complainant is that in the enquiry no documents were produced and no witness were examined to prove the case of opposite parties and on that ground the enquiry proceedings are vitiated. It is evident from the enquiry report that the enquiry officer has relied on the muster roll mainly to come to his conclusion because the charge is unauthorised absence. According to the enquiry officer the statement of witness were not required in view of the entries in the muster roll which was produced in the enquiry proceedings. So the contention that the enquiry is vitiated due to non production of documents and non examination of witnesses on the side of the opposite parties is without force. There is another argument that the enquiry officer assumed the role of the prosecutor and imparted his personal knowledge in the proceedings, put leading questions, held private enquiries behind the back of the complainant. At the time of questioning the complainant the presenting officer was present which is evident from Ext. W11. copy of the enquiry proceedings dated 29-2-1988. Thereafter nothing transpired in the enquiry. So the dispensation of the enquiry officer after the questioning of the complainant has



not caused any prejudice to him. Now regarding the contention that the enquiry officer has put leading questions is also devoid of merit since questions were put based on the document available in the enquiry and there was no leading questions adversely affecting or causing prejudice to the complainant with regard to private enquiries and imparting his personal knowledge in the enquiry. I have already dealt with in the earlier paragraph. Hence this contention is without force.

20. The eight point of argument is that the finding of the enquiry officer is perverse and not based on any evidence. Since I have found that the whole enquiry proceedings are vitiated I am not entering a separate finding regarding this contention.

21. The ninth point of argument is that the order imposing penalty and the appellate order were not speaking and cryptic and therefore the imposition of penalty was unconstitutional and illegal. Ext.W13 is the order imposing penalty. It is stated in Ext.W13, that the copy of the enquiry report was also included. The charge proved against him is also clearly stated in Ext.W13. The complainant has no case that he has not received the copy of enquiry report. So the contention that the order imposing penalty is non-speaking cannot be accepted. Further argument is that the appellate order was non speaking and cryptic. Further according to the complainant there was no application of mind on the points raised in the appeal. Ext. W-15 is the order of the appellate authority dismissing the appeal filed by the complainant. It is stated in Ext. W15 that the opportunity for personal hearing was granted to the complainant. It is not denied also. The appellate authority has elaborately considered all the aspects of the matter and passed the order. It is evident from Ext. W15 that there was application of mind by the appellate authority. Therefore this contention is also devoid of merit.

22. There is yet another circumstance worth mentioning in favour of the complainant. The definite case of the complainant is that the punishment of dismissal is a clear case of victimisation and unfair labour practice for his trade union activities. He has given detailed statement before this Tribunal in support of this case which remains uncontroverted. Further, as per W-16 series orders of the opposite parties other employees were awarded lighter punishments for similar misconducts. But in the case of complainant the opposite parties have inflicted the extreme punishment of removal from service for his absence from duty for 11 days while other employees were given lighter punishment. This also fully supports the case of complainant that he was victimised for his trade union activities. The punishment of removal from service for the absence of 11 days is highly disproportionate and discriminatory also particularly in the light of Ext W-16 series orders.

23. From the discussions made above it is clear that the whole proceedings against the complainant are vitiated. The penalty was imposed not by the competent authority. The enquiry conducted with regard to the charge levelled against the complainant is vitiated. The punishment of removal from service is disproportionate and is a case of victimi-

sation and unfair labour practice. The penalty has been imposed during the pendency of I. D. 65/89 before C.I.T. The action of opposite parties therefore necessarily constitute alteration in the condition of service applicable to the complainant which prejudicially affected him. He was not paid one month wages as provided under Sec. 33(2) of the Act. The opposite parties have also not obtained approval of their action from CIT. The opposite parties are therefore liable for contravention of the provisions of Sec 33 of the Act and the action of the opposite parties adversely affected the complainant. The action of the opposite parties is manifestly illegal and liable to be quashed. The complainant is therefore entitled to be reinstated in service with all benefits claimed by him.

24. In the result the complaint is answered to the effect that the order of removal of service of Sri. T. C. Govindaswamy is illegal and unsustainable and therefore it is quashed. Sri. T. C. Govindaswamy is directed to be reinstated in the service of opposite parties with all benefits claimed by him.

An award is passed accordingly.

C. N. SASIDHARAN, Industrial Tribunal

[No. Z-13011/191-IR(DU)]

#### APPENDIX

Witness examined on the side of the workman

WW-1. Sri. T. C. Govindaswamy

Documents marked on the side of the Workman

Ext. W1. True copy of memorandum of charge sheet dated 26-5-86

" W2. True copy of letter sent to the opposite parties from the complainant dated 20-7-1986

" W3. True copy of order of disciplinary authority issued to the complainant dated 6-11-1986

" W4. True copy of letter issued to the complainant from the enquiry officer dated 10-2-1987

" W5. True copy of preliminary hearing in the enquiry dated 16-3-1987

" W6. Petition submitted to the enquiry officer by the complainant dated 25-3-1987

" W7. Order issued to the complainant appointing the enquiry officer dated 14-5-1987

" W8. Letter issued to the complainant from the enquiry officer dated 11-12-1987

" W9. Proceedings of the enquiry dated 21-12-87.

" W10. Copy of order issued to the complainant and others from the Divisional office of the opposite parties appointing enquiry officer Sri A. N. Seshadri dated 4-2-1988.

" W11. Proceedings of the enquiry held on 29-2-1988.

" W12. Representation submitted by the complainant to the enquiry officer dated 7-3-1988.



Ext.13. Penalty order issued to the complainant dated 12-4-1988

" W14. Copy of the Appeal memorandum submitted to the appellate authority dated 20-2-1989

" W15. Order of the appellate authority dated 25-5-1989.

नई दिल्ली, 15 अक्टूबर 1991

का.अ. 2807.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के प्रनुसरण से, केन्द्रीय सरकार दूरदर्शन केन्द्र रांची के प्रबन्धन के संबद्ध नियोजकों और उनके कार्यदारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रिय सरकार औद्योगिक अधिकरण, नं. 1 धनबाद के पंचपट को प्रकाशित करता है, जो केन्द्रीय सरकार को 9-10-91 प्राप्त हुआ था।

New Delhi, the 15th October, 1991

S.O. 2807.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 1 Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Doordarshan Kendra Ranchi and their workmen, which was received by the Central Government on 9-10-1991.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD.

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 249 of 1990

#### PARTIES :

Employers in relation to the management of Doordarshan Kendra, Ranchi.

AND

Their Workmen.

#### PRESENT :

Shri S. K. Mitra,  
Presiding Officer.

#### APPEARANCES :

For the Employers Miss Usha Tirkey, Administrative Officer.

For the Workmen : Shri D. Prasad, Working President, Door Darshan Kendra Karma-chari Sangh, Ranchi.

STATE - Bihar.

INDUSTRY : Doordarshan.

Dated. the 26th September, 1991

#### AWARD

By Order No. L-42011/29/90/I.R./DU, dated 12-10-1990, the Central Government in the Ministry of Labour, has in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of the Doordarshan Kendra, Ranchi is not regularising the services of S/Shri :-

- (1) Vinod Kumar Mahto.
- (2) Hare Ram Singh.
- (3) Rama Shankar Dayal.
- (4) Lal Bahadur Rai.
- (5) Ratan Ram.
- (6) Bhuneshwar Thakur.
- (7) Vijay Devgam.
- (8) Munna Ram.
- (9) Mahabir Kumar Singh.
- (10) Karimullah Ansari.
- (11) Manbodh Ram Munda.
- (12) Jatru Oraon.
- (13) Manga Oraon.
- (14) Lakho Kujur.
- (15) Ashok Kumar Ohdar.
- (16) Thappa Pradhan.
- (17) Gauri Kumari.
- (18) Sunita Choudhari.
- (19) Ganesh Lohar.

is justified? If not, what relief the workmen concerned are entitled to?"

2. The case of the management of Doordarshan Kendra, Ranchi, as disclosed in the written statement, details apart, is as follows :

Doordarshan Kendra is not an industry and hence the present industrial dispute is not maintainable. The concerned workmen are daily-rated casual workers and are being booked ten days in a month, as per existing rules of the Central Government. In the circumstances the management, has prayed that the present industrial dispute be dismissed in view of the fact that Doordarshan Kendra is not an industry and so the industrial dispute under the Industrial Disputes Act is not maintainable. The details of casual bookings are shown against their names upto October, 1990 :cut

Sl. No.	Name of Casual Labourers	Date of 1st booking	Total No. of days
1.	S/Shri Vinod Kumar Mahto	October, 1985	856 days
2.	Hare Ram Singh	-do-	825 days
3.	Ramashankar Dayal	-do-	955 days
4.	Lal Bahadur Rai	-do-	962 days
5.	Ratan Ram	-do-	1740 days
6.	Munna Ram	-do-	1068 days
7.	Manbodh Ram	-do-	1028 days
8.	Jatru Oraon	-do-	1277 days.
9.	Manga Oraon	December, 1986	897 days
10.	Lakho Kujur	July, 1987	718 days
11.	Thupa Pradhan	January, 1987	860 days
12.	Ganesh Lohar	December, 1988	415 days
13.	Bhuneshwar Thakur	October, 1985	831 days

Since they are booked as casual workers on daily-rated basis, they are designated as casual workers. As per existing rules the cases of some of the concerned workmen have already been considered for regularisation and their names have been recommended and sent to the Directorate, Doordarshan Kendra, New Delhi. Consideration of the cases of other workmen depends upon availability of posts at Ranchi Doordarshan Kendra. Booking of workmen are made as per requirement and not against regular sanctioned post. Certificates have been issued to some of the concerned workmen on their request for the purpose of enabling them to get employment elsewhere. Casual workmen are required to help the regular workmen. They are being paid wages as per rates provided by the Government of Bihar. The cases of the workmen who have completed 240 days attendance in a calendar year have been recommended for regularisation. The Asstt. Labour Commissioner (C), Ranchi, was consulted on intimation and

the matter was dropped by him. Further appeal to Patna High Court, Ranchi Bench has been of no avail. There is no such union as the sponsoring union operating in Doordarshan Kendra, Ranchi.

3. The case of the concerned workmen, as appearing in the written statement submitted on their behalf by the sponsoring union, Doordarshan Kendra Karmachari Sangh, Ranchi, briefly stated, is as follows :

The concerned workmen are workmen within the meaning of Industrial Disputes Act, 1947. They are bonafide members of the union, namely, Doordarshan Kendra Karmachari Sangh, Ranchi and this union has raised the present industrial dispute. Most of the concerned workmen have completed over five years service in the Doordarshan Kendra, Ranchi consequent upon their appointment on casual basis to the posts and dates noted against their names which are noted as follows :

Sl. No.	Name	Designation	Date of appointment
	S/Shri		
1.	Vinod Kumar Mahto	Helper	10-6-1984
2.	Hare Ram Singh	-do-	8-9-84
3.	Rama Shankar Dayal	-do-	23-7-84
4.	Lal Bahadur Rai	-do-	10-7-84
5.	Ratan Ram	-do-	10-6-84
6.	Bhuvneshwar Thakur	-do-	18-6-84
7.	Vijoy Deogam	-do-	11-7-84
8.	Muna Ram	Sweep r	10-6-84
9.	Mahabir Kumar Singh	Driver	2-8-85
10.	Karimullah Ansari	Peon	1-6-84
11.	Manbodh Ram Munda	Peon	15-6-84
12.	Jatru Oraon	-do-	13-9-85
13.	Manga Oraon	Mali	1-12-86
14.	Lakho Kujur	Peon	22-4-87
15.	Ashok Kumar Ohdar	-do-	8-7-87
16.	Thappa Pradhan	Mali	19-1-87
17.	Mrs. Gauri Kumari	Typist	28-6-84
18.	Mrs. Sunita Choudhary	Gen. Asstt.	17-11-88
19.	Ganesh Lohar	Peon	7-11-1988

They have been working against posts of regular nature of job, but have been paid wages on daily-rated basis since all of them have been appointed on casual basis. Certificates to the effect have also been issued by the authority of Doordarshan Kendra,

Ranchi, from time to time. All the nineteen concerned workers have completed their regular service for more than 240 days in a calendar year. They have been deployed against permanent nature of job and have discharged their duties with great zeal

and sincerely to the entire satisfaction of their superior, but they have not been paid wages at par with other permanent employees/workers employed in the Doordarshan Kendra, Ranchi for doing identical and similar nature of job. They have been representing their cases for payment of wages on the basis of equal pay for equal work, but nothing has been done so far. They have also represented their case for regularisation upon completion of service for 240 days or more, but no positive action has been taken by the management. The matter of regularisation and payment of wages on the principle of equal pay for equal work was taken up with the Director, Doordarshan Kendra, Ranchi, but even after long discussion the matter could not be settled. In the circumstances the union was constrained to raise the present industrial dispute before the Asstt. Labour Commissioner (C), Ranchi. But the dispute could not be settled as the management did not agree to settle the dispute. After failure of conciliation proceeding, the appropriate Government has referred the dispute for adjudication. The concerned workmen have acquired adequate knowledge of their respective work at transmitter and Studios and OB work. The management has been resorting to anti-labour practice by deploying the concerned workman for ten days in a month on roster basis. They are being kept idle for 20 days in a month which contravenes Section 25-B and 25-F of the Industrial Disputes Act. In the circumstances, the union has prayed that the concerned workmen be regularised in service and paid full back wages and other allied benefits.

4. In rejoinder to the written statement of the management the union has asserted that all the concerned workmen are members of the union and they have been issued service certificates only after rendering sincere service in the Kendra by the competent authority. The present dispute has been raised under the provision of Industrial Disputes Act and consequent upon failure of conciliation proceeding reference has been made to this Tribunal for adjudication by the appropriate Government. The concerned workmen have been working against regular nature of job. The practice of deployment of workmen for ten days in a month against regular nature of job is improper and it is an anti-labour practice.

5. The management, in order to justify its action, has examined MW-1 Vinod Kumar Sinha, clearing in Doordarshan Kendra, Ranchi and had in evidence six items of documents which have been marked Exts. M-1 to M-6.

On the other hand, the sponsoring union has examined six witnesses including the President of the sponsoring union and five concerned workmen. The union has also adduced documentary evidence which have been marked Exts. W-1 to W-21.

6. At the outset, I would consider the contention of the management of Doordarshan Kendra, Ranchi, on the issue of maintainability of the present reference. According to the management, Doordarshan Kendra, Ranchi is not a industry and hence the present industrial dispute is not maintainable. The sponsoring

union has asserted that Doordarshan Kendra, Ranchi, is an industry and hence the present industrial dispute is maintainable.

'Industry' as defined in Section 2(j) of the Industrial Disputes Act, 1947, means any business, trade, undertaking, manufacture or calling of employers and includes any calling, service, employment, handicraft or industrial occupation or avocation of workmen. The expression 'industry' has undergone various interpretations by different High Courts and the Supreme Court. Lastly, the Supreme Court in the case of Bangalore Water Supply and Sewerage Board Vs. A. Rajappa reported in 1978 Lab. L.C. 778 has interpreted the expression 'industry' as follows:

- (a) where (i) systematic activity, (ii) organised by co-operation between employer and employee the direct and substantial adament is chimerical (iii) for the production and/or distribution of goods and services calculated to satisfy human wants and wishes (not spiritual or religious but inclusive of material things or services geared to celestial bliss i.e. making on a largest scale prasad or food), prima facie, there is an 'industry' in that enterprise;
- (b) absence of profit motive or gainful objective is irrelevant, be the venture in the public, joint private or other sectors.
- (c) the true focus is functional and the decisive test is the nature of activity with special emphasis of the employer-employee relations.
- (d) if the organisation is a trade or business it does not cease to be the one because of philanthropy animating the undertaking.

Applying these tests I cannot but conclude that Doordarshan Kendra, Ranchi is an industry and, therefore, the present industrial dispute raised by the sponsoring union is maintainable. Hence, the contention of the management that the present industrial dispute is not maintainable is over-ruled.

7. Although, the management has taken the plea in its written statement that the sponsoring union, Doordarshan Kendra Karmachari Sangh, Ranchi, is not operating in Doordarshan Kendra, Ranchi, the plea has not been pressed at the time of hearing. Even so, it appears that the Conciliation Officer, upon being satisfied as to the representative character of the sponsoring union, was pleased to recommend to commend to the appropriate Government for reference of the industrial dispute for adjudication by the Tribunal upon failure of conciliation proceeding. This being so, I come to the conclusion that the present dispute as raised by the sponsoring union is competent.

8. Admittedly, the concerned workers belonging to different categories were engaged by the Doordarshan Kendra, Ranchi as casual workers on daily-rated basis. Even, as per the disclosure made by the management in the written statement following facts relating to the name of the employee, the date of 1st booking and total number of days working by him are available:

Name of Casual Labourers	Date of 1st booking	Total No. of days
S/Shri		
1. Vinod Kumar Mahte	October, 1985	856 days
2. Hare Ram Singh	-do-	825 days
3. Rameshankar Dayal	-do-	955 days
4. Lal Bahadur Rai	-do-	962 days
5. Ratan Ram	-do-	1740 days
6. Bhuneshwar Thakur	-do-	831 days
7. Munna Ram	-do-	1068 days
8. Manbodh Ram	-do-	1028 days
9. Jatru Oraon	-do-	1277 days
10. Manga Oraon	December, 1986	997 days
11. Lakho Kujur	July, 1987	718 days
12. Thupa Pradhan	January, 1987	860 days
13. Ganesh Lohar	December, 1988	415 days

It appears that Asstt. Station Engineer, Doordarshan Kendra, Ranchi, by his letter dated 20-10-1988 recommended the cases of some casual helpers working at the Centre for regularisation to the Director

General, Doordarshan Kendra, New Delhi. The names of the casual helpers and sweepers are as follows (Ext. M-2):

Sl. No.	Name	Working since	
1.	Shri Binod Kumar Mah'o	10-6-84	Casual Helper
2.	Shri Bhubaneswar Thakur	18-6-84	"
3.	Shri Ratan Ram	18-6-84	"
4.	Shri Lal Bahadur Roy	10-7-84	"
5.	Shri Rameshankar Dayal	11-7-84	"
6.	Shri Umesh Kumar Singh	1-9-84	"
7.	Shri Hare Ram Singh	10-10-84	"
8.	Shri Rajendra Ram	11-7-84	Casual Sweeper
9.	Shri Munna Ram	20-7-84	"

This letter further discloses that 22 new posts of helpers were created for 11 Stations in the State of Bihar. By another letter dated 26-1-87 the Audience Research Officer on behalf of the Director of Doordarshan Kendra, Ranchi, provided a list of casual workers to the Director General, Doordarshan Kendra,

New Delhi, as desired by the latter (Ext. M-6). The list discloses the names and designations of all the concerned workers and the date from which they were working except Smt. Sunita Choudhary and Ganesh Lohar. The above particulars from the list are gleaned hereinbelow :

Sl. No.	Name of the Casual Employees	Working as	Date from which working
1.	Jatru Oraon	Peon	Oct. '85
2.	Manbodh Ram Munda	Peon	June '84
3.	Karimulla Ansaro	Peon	June '84
4.	Lakha Kujur	Peon	July '87
5.	Ashek Chadar	Peon	July '87
6.	Bhankur Gope	Motor Driver	Jan. '85
7.	Mahabir Singh	-do-	Aug. '85
8.	Narayan Lakra	-do-	Jan. 87
9.	Binod Kumar Mahto	Helper	Nov. '84
10.	Hare Ram Singh	-do-	Oct. '84
11.	Rama Sankar Dayal	-do-	July '84
12.	Umesh Kumar Singh	-do-	August '84
13.	Ratan Ram	-do-	June '84
14.	Lal Bahadur Roy	-do-	June '84
15.	Mune Ram	-do-	June '84
16.	Bhuneshwar Thakur	-do-	June '84
17.	Vijay Deogam	-do-	July '84

1	3	4
18. Shyam Bhari Ram	Helper	Jan. '84
19. Rajendr Ram	Sweep r	July '84
20. Rup Ran Kujur	M. li	Jan '86
21. Bhagut Murda	-do-	Jan '86
22. Jitu Mudra	-do-	March' 86
23. Mangedison	-do-	Dec '86
24. Thupa Bardhan	-do-	Jan '87
25. R.K. Jai	Lighting Asstt.	Oct. '85
26. Satish Kumar	-do-	Oct '85
27. Nand Kumar	-do-	Oct. '85
28. Serjun Das	-do-	Jan '86
29. Gauri Kumari	Consignment General Asstt.	Jan '84
30. Prakash Halariem	-do-	Oct. '85

It has been asserted by the sponsoring union that the aforesaid workers joined Doordarshan Kendra, Ranchi, on 17-11-1988 and 7-11-88 as General Assistants and peons respectively. This factual position has not been disputed by the management. Even so, Smt. Sunita Choudhary appearing as WW-4 has stated on oath that she had been working in Doordarshan Kendra, Ranchi since 17-11-88 as Clerk-cum-Typist. She has not been cross-examined on this point. It has been claimed by the union that all the concerned workers had worked for more than 240 days in a calendar year. This has not been disputed by the management. The document (Ext. M-2) produced by the management also buttress this position. The documents produced by the sponsoring union also prove this fact (Exts. W-4 to W-9/3). Smt. Sunita Choudhary has stated that she worked continuously from 17-11-1988 till 27-7-1991 in Doordarshan Kendra, Ranchi. This being so, it appears that she worked for more than 240 days in the Kendra. So is the position of Ganesh Lohar. Thus from the evidence on record, I come to the conclusion that all the concerned workers except Smt. Sunita Choudhary and Ganesh Lohar have worked in the Doordarshan Kendra, Ranchi over the years and in the process, all of them have completed more than 240 days attendance in a calendar year. The evidence also reveals that Smt. Sunita Choudhary and Ganesh Lohar have also worked in Doordarshan Kendra, Ranchi, for more than 240 days in a calendar year.

9. I have already pointed out that all the concerned workers were engaged by the management as casual workers on daily-rated basis. According to the management, these casual workers are being paid as per the rates of wages available to casual workmen sanctioned by the Government of Bihar. The pleadings of the parties and evidence on record reveal that the concerned workers except Smt. Sunita Choudhary and Gouri Kumari have been performing the same nature of duties as the regular workmen have been doing. Smt. Gouri Kumari and Sunita Choudhary as per their statements were stopped from duty by the management from 8-7-91 and 28-7-91 respectively and before that they were performing the same nature of duties as the regular workmen similar-

ly situated have been performing. In the context of these facts and in the circumstances the union has raised the plea for payment of wages to the concerned workers similar to the wages paid to the regular workers on the basis of equal pay for equal work. I consider that the claim of the union, in the context of facts, circumstances and evidence on record, is justified.

10. It appears that the management dispensed with the service of S. Shrimati Gouri Kumari and Sunita Choudhary without complying with the mandatory provision of Sec. 25-F of the Industrial Disputes Act though both of them had worked for more than 240 days in a calendar year. This action of the management in dispensing with the services without paying them compensation as per Sec. 25-F of the Industrial Disputes Act is not justified. Hence, they are entitled to be reinstated in service immediately and paid back wages at par with their counterparts for performing similar nature of job.

11. It appears that the cases of Smt. Gouri Kumari and Sunita Choudhary were sponsored by Employment Exchange and they appeared in interview before a Board constituted by the management and were appointed. There is nothing in evidence to indicate that the management has found any fault with their performance. Hence, I consider that they should be regularised in service on the basis of seniority-cum-suitability and there shall be no further examination, but physical test for determination of their suitability.

12. The sponsoring union represented the case of the concerned workers for regularisation before the appropriate authority (Exts. W-1 = M-3, W-2 = M5 and W-3 = M-4). But all these representations have come to naught.

13. Considering the entire facts and circumstances of the case, I hold that the concerned workers shall be regularised in service by the management in phased manner preferably within a space of six months from the date of publication of the award and they should be paid wages according to grade and scale as available to regular workmen similarly situated. Smt. Gouri Kumari and Smt. Sunita Choudhary should be reinstated in service within one month from the date of publication of the award and paid back wages from

the date of their termination of service according to the grade and scale of regular workmen similarly situated.

14. According, the following award is rendered—the action of the management of Doordarshan Kendra, Ranchi, in not regularising the services of the concerned workers is not justified. The management is directed to regularise all the concerned workmen in service in a phased manner, preferably within a period of six months from the date of publication of the award and all of them should be paid wages according to grade and scale of regular workmen similarly situated, less wages already paid, from the date of reference i.e. 12-10-1990. The management is further directed to reinstate Smt. Gouri Kumari and Sunita Choudhary in service within one month from the date of publication of the award and to pay them wages at par with regular workmen similarly situated less wages already paid, from the date of the present reference as aforesaid.

In the circumstances of the case, I award no cost.

S. K. MITRA, Presiding Officer

[No. L-42011/29/90-IR(DU)(Pt.)]

का.अ. 2808.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण, में, केन्द्रीय सरकार महानगर टेलीफोन निगम लिमिटेड के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम, नं. 1, वर्ष 1947 के पंचवट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-10-91 को प्राप्त हुआ था।

S.O. 2808.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 1 Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Mahanagar Telephone Nigam Ltd., Bombay and their workmen, which was received by the Central Government on 9-10-1991.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT BOMBAY

(PRESIDING OFFICER, JUSTICE S. N. KHATRI)  
Reference No. CGIT—8 OF 1991

#### PARTIES :

Employers in relation to the Management of Mahanagar Telephone Nigam, Limited, Bombay.

AND

Their Workmen

#### APPEARANCES :

For the Management—None present.

For the Workmen—Workman present in person  
INDUSTRY : Telephones STATE Maharashtra  
Bombay, dated 17th September, 1991

#### AWARD

The Central Government has referred the following industrial dispute to this Tribunal for adjudication under section 10 of the Industrial Disputes Act, 1947.

“Whether the action of the management of Mahanagar Telephone Nigam Limited, Bombay in terminating the services of Shri T.R. Sonawane, Casual Labour w.e.f. 12-4-1988 is justified? If not, what relief is the Workman entitled to?”

2. The Workman filed his statement of claim on 15-7-1991. The Management have not turned up although notice of the case has been served on them as early as 7-2-1991 and the matter has since been adjourned six times. Notice has also been served on them, warning that the matter would be decided ex parte on 16-9-1991 in case they remained absent on that date. It appears they are not interested in contesting the claim. Accordingly I am proceeding ex parte.

3. The Workman has filed his affidavit in support of his claim and also filed a certificate Ex. W-1 showing the number of days he has attended work in every year. Relying on the affidavit, I hold that the Workman had been working as a Casual Labourer under the Management since 1977, that he met an accident in September 1987 and that when he approached the Management in January 1988, the latter refused to give him work and purported to terminate his services without notice. The affidavit and the certificate issued by the Management Office further prove that the Workman had worked for more than 240 days in each of the years from 1982 to 1987. In the relevant year, that is, 1987, the Workman had worked for as many as 315 days. The Management's action in terminating the Workman's services without following the pre-employment provisions of section 25-F of the Act is illegal. The Workman affirms that he is without any employment since January 1988. As in the reference the date of illegal termination of service is mentioned as 12/4/1988, I grant back wages from the date only. I make the following Award.

The action of the Management in terminating the services of Workman T.R. Sonawane from 12-4-1988 is declared to be illegal and unjustified. The Management are directed to reinstate the Workman forthwith as soon as the Award becomes effective and pay back wages to him from 12-4-1988 till his reinstatement. The Management shall pay Rs. 200 as costs of the Workman. There will be no orders as to the cost of the Management, as they have not incurred any Award accordingly.

S. N. KHATRI, Presiding Officer  
[No. L-40012/133/90-IR(DU)(Pt.)]  
K. V. B. UNNY, Desk Officer